

ORDER FOR SUPPLIES AND SERVICES				REQUISITION/REFERENCE NUMBER EQ2PQD2-21-0001		PAGE OF PAGES 1 10	
1. DATE OF ORDER July 23, 2021		2. ORDER NUMBER		3. CONTRACT NUMBER 47PC0721D0002		4. PDN NUMBER	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING AND APPROPRIATION DATA						
	FUND	FUNCTION CODE	B/A CODE	CC-A	C/E CODE	FY	REGION
	CC-B	PROJ./PROS NO.	O/C CODE	ORG. CODE	W/ITEM	PRT./CRFT	
6. TO: CONTRACTOR (Name, address and zip code) RD3, Inc. 532 COLUMBINE ST DENVER, CO 80206-4227 USA CAGE Code: 5C2M6					7. TYPE OF ORDER		
8A. Data Universal Numbering System (DUNS) Number (b) (4)					8B. Taxpayer Identification Number (TIN)		
9A. BUSINESS CLASSIFICATION <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. SMALL DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL <input type="checkbox"/> g. VETERAN <input type="checkbox"/> h. SERVICE DISABLED VETERAN					A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.		
					B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.		
10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) BROOKLYN/QUEENS UNIT 225 CADMAN PLAZA ROOM N 180 BROOKLYN, NY 11201					11. REMITTANCE ADDRESS (MANDATORY) RD3 Inc. 532 COLUMBINE ST Denver, CO 8022		
12. SHIP TO (Consignee Address, Zip Code and Telephone Number) Building Services Branch (2PQD) Group 2 225 Cadman Plaza New York, NY 11201 USA					C. <input type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.		
					D. MODIFICATION NUMBER AUTHORITY FOR ISSUING Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.		
13. PLACE OF INSPECTION AND ACCEPTANCE 225 Cadman Plaza East NY 11201 USA					14. REQUISITION OFFICE (Name, Symbol and Telephone Number) 2PSM		
15. F.O.B. POINT		16. GOVERNMENT B/L NUMBER		17. DELIVERY F.O.B. POINT		18. PAYMENT/DISCOUNT TERMS NET14/NONE	
19. SCHEDULE							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)			QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See below for additional information						
20. RECEIVING OFFICE (Name, Symbol and Telephone Number)						TOTAL FROM 300-A(s)	\$0.00
21. MAIL INVOICE TO: (Electronic Invoice Preferred) GENERAL SERVICES ADMINISTRATION BCFA PBS Payments Branch P.O. Box 17181 Ft. Worth, TX 76102-0181				22. GROSS SHIP WEIGHT		GRAND TOTAL	\$0.00
				23. SHIPPING POINT			
24A. FOR INQUIRIES REGARDING PAYMENT CONTACT: laureene.jackson@gsa.gov				24B. TELEPHONE NUMBER 718-254-7132			
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR (b) (6) / CEO				26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Laureene Jackson			
25B. SIGNATURE (b) (6)		25C. DATE SIGNED 07/26/2021		26B. SIGNATURE LAUREENE JACKSON		26C. DATE SIGNED	

ORDER FOR SUPPLIES AND SERVICES (Continuation)		THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER			PAGE 2 OF 10 PAGES	
		PDN NUMBER	DATE 8/1/2021	ORDER NUMBER 47PC0721D0002		
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	Base Year - CAT 1 Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - CAT 1 Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004	(b) (4)			\$0.00	
0002	Base Year - CAT 1 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - CAT 1 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0003	Base Year - CAT 3 Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - CAT 3 Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0004	Base Year - CAT 3 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - CAT 3 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0005	Base Year - CAT 5 Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - CAT 5 Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	

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0007	Base Year - Periodic Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - Periodic Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0008	Base Year - Periodic Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - Periodic Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0009	Base Year - Periodic Escalator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - Periodic Escalator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0010	Base Year - Periodic Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - Periodic Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	

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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0011	Base Year - CAT 1 Escalator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - CAT 1 Escalator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004	(b) (4)			\$0.00	
0012	Base Year - CAT 1 Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - CAT 1 Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0013	Base Year - CAT 1 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - CAT 1 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0014	Base Year - CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0015	Base Year - CAT 5 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - CAT 5 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	

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0016	Base Year - CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004	(b) (4)			\$0.00	
0017	Base Year - Miscellaneous Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - Miscellaneous Elevator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0018	Base Year - Miscellaneous Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - Miscellaneous Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0019	Base Year - Miscellaneous Escalator Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - Miscellaneous Escalator Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0020	Base Year - Miscellaneous Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - Miscellaneous Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	

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0021	Base Year - Miscellaneous Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan) Base Year - Miscellaneous Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004	(b) (4)			\$0.00	
0022	Base Year - Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan) Base Year - Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 26 FEDERAL PLAZA NEW YORK-MANHATTAN, NY 10278-0004				\$0.00	
0023	Base Year - CAT 1 Elevator Inspections (Normal Business Hours) (Upstate NY) Base Year - CAT 1 Elevator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0024	Base Year - CAT 1 Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - CAT 1 Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0025	Base Year - CAT 3 Elevator Inspections (Normal Business Hours) (Upstate NY) Base Year - CAT 3 Elevator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	

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0026	Base Year - CAT 3 Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - CAT 3 Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350	(b) (4)			\$0.00	
0027	Base Year - CAT 5 Elevator Inspections (Normal Business Hours) (Upstate NY) Base Year - CAT 5 Elevator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0028	Base Year - 5 Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - 5 Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0029	Base Year - Periodic Elevator Inspections (Normal Business Hours) (Upstate NY) Base Year - Periodic Elevator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0030	Base Year - Periodic Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - Periodic Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	

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0031	Base Year - Periodic Escalator Inspections (Normal Business Hours) (Upstate NY) Base Year - Periodic Escalator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350	(b) (4)			\$0.00	
0032	Base Year - Periodic Escalator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - Periodic Escalator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0033	Base Year - CAT 1 Escalator Inspections (Normal Business Hours) (Upstate NY) Base Year - CAT 1 Escalator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0034	Base Year - CAT 1 Escalator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - CAT 1 Escalator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0035	Base Year - CAT 1 Handicap Lift Inspections (Normal Business Hours) (Upstate NY) Base Year - CAT 1 Handicap Lift Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	

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0036	Base Year - CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350	(b) (4)			\$0.00	
0037	Base Year - CAT 5 Handicap Lift Inspections (Normal Business Hours) (Upstate NY) Base Year - CAT 5 Handicap Lift Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0038	Base Year - CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0039	Base Year - Miscellaneous Elevator Inspections (Normal Business Hours) (Upstate NY) Base Year - Miscellaneous Elevator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0040	Base Year - Miscellaneous Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - Miscellaneous Elevator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 – INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	

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0041	Base Year - Miscellaneous Escalator Inspections (Normal Business Hours) (Upstate NY) Base Year - Miscellaneous Escalator Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 -- INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350	(b) (4)			\$0.00	
0042	Base Year - Miscellaneous Escalator Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - Miscellaneous Escalator Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 -- INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0043	Base Year - Miscellaneous Handicap Lift Inspections (Normal Business Hours) (Upstate NY) Base Year - Miscellaneous Handicap Lift Inspections (Normal Business Hours) (Upstate NY) Deliverable PSC: H336 -- INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	
0044	Base Year - Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY) Base Year - Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY) Deliverable PSC: H336 -- INSPECTION- SPECIAL INDUSTRY MACHINERY Contract Type: Firm Fixed Price PoP: 08/01/2021 - 07/31/2022 Place of Performance: 2 NIAGARA SQUARE BUFFALO, NY 14202-3350				\$0.00	

RD3, Inc.
Contract 47PC0721D0002
3rd Party Elevator Witnessing Services
Contract Line Item Numbers & Rates

Contract Year	CLIN	Description	Unit	Quantity	Unit Price	Total
Base Year	0001	CAT 1 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)				
	0002	CAT 1 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)				
	0003	CAT 3 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)				
	0004	CAT 3 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)				
	0005	CAT 5 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)				
	0006	CAT 5 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)				
	0007	Periodic Elevator Inspections (Normal Business Hours) (NYC Metropolitan)				
	0008	Periodic Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)				
	0009	Periodic Escalator Inspections (Normal Business Hours) (NYC Metropolitan)				
	0010	Periodic Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)				
	0011	CAT 1 Escalator Inspections (Normal Business Hours) (NYC Metropolitan)				
	0012	CAT 1 Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)				
	0013	CAT 1 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)				
	0014	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)				

0015	CAT 5 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
0016	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
0017	Miscellaneous Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
0018	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
0019	Miscellaneous Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
0020	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
0021	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
0022	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
0023	CAT 1 Elevator Inspections (Normal Business Hours) (Upstate NY)
0024	CAT 1 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
0025	CAT 3 Elevator Inspections (Normal Business Hours) (Upstate NY)
0026	CAT 3 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
0027	CAT 5 Elevator Inspections (Normal Business Hours) (Upstate NY)
0028	CAT 5 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
0029	Periodic Elevator Inspections (Normal Business Hours) (Upstate NY)

(b) (4)

0030	Periodic Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
0031	Periodic Escalator Inspections (Normal Business Hours) (Upstate NY)
0032	Periodic Escalator Inspections (Other than Normal Business Hours) (Upstate NY)
0033	CAT 1 Escalator Inspections (Normal Business Hours) (Upstate NY)
0034	CAT 1 Escalator Inspections (Other than Normal Business Hours) (Upstate NY)
0035	CAT 1 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)
0036	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)
0037	CAT 5 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)
0038	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)
0039	Miscellaneous Elevator Inspections (Normal Business Hours) (Upstate NY)
0040	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
0041	Miscellaneous Escalator Inspections (Normal Business Hours) (Upstate NY)
0042	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (Upstate NY)
0043	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (Upstate NY)
0044	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)

(b) (4)

		Base Year Total			
Option Year 1	1001	CAT 1 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)	(b) (4)		
	1002	CAT 1 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)			
	1003	CAT 3 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)			
	1004	CAT 3 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)			
	1005	CAT 5 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)			
	1006	CAT 5 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)			
	1007	Periodic Elevator Inspections (Normal Business Hours) (NYC Metropolitan)			
	1008	Periodic Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)			
	1009	Periodic Escalator Inspections (Normal Business Hours) (NYC Metropolitan)			
	1010	Periodic Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)			
	1011	CAT 1 Escalator Inspections (Normal Business Hours) (NYC Metropolitan)			
	1012	CAT 1 Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)			
	1013	CAT 1 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)			
	1014	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)			
	1015	CAT 5 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)			

1016	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
1017	Miscellaneous Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
1018	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
1019	Miscellaneous Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
1020	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
1021	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
1022	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
1023	CAT 1 Elevator Inspections (Normal Business Hours) (Upstate NY)
1024	CAT 1 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
1025	CAT 3 Elevator Inspections (Normal Business Hours) (Upstate NY)
1026	CAT 3 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
1027	CAT 5 Elevator Inspections (Normal Business Hours) (Upstate NY)
1028	CAT 5 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
1029	Periodic Elevator Inspections (Normal Business Hours) (Upstate NY)
1030	Periodic Elevator Inspections (Other than Normal Business Hours) (Upstate NY)

(b) (4)

1031	Periodic Escalator Inspections (Normal Business Hours) (Upstate NY)	(b) (4)			
1032	Periodic Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
1033	CAT 1 Escalator Inspections (Normal Business Hours) (Upstate NY)				
1034	CAT 1 Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
1035	CAT 1 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
1036	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
1037	CAT 5 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
1038	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
1039	Miscellaneous Elevator Inspections (Normal Business Hours) (Upstate NY)				
1040	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (Upstate NY)				
1041	Miscellaneous Escalator Inspections (Normal Business Hours) (Upstate NY)				
1042	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
1043	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
1044	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
Option Year I Total					\$(b) (4)

Option Year 2	2001	CAT 1 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)	(b) (4)
	2002	CAT 1 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
	2003	CAT 3 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)	
	2004	CAT 3 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
	2005	CAT 5 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)	
	2006	CAT 5 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
	2007	Periodic Elevator Inspections (Normal Business Hours) (NYC Metropolitan)	
	2008	Periodic Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
	2009	Periodic Escalator Inspections (Normal Business Hours) (NYC Metropolitan)	
	2010	Periodic Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
	2011	CAT 1 Escalator Inspections (Normal Business Hours) (NYC Metropolitan)	
	2012	CAT 1 Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
	2013	CAT 1 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)	
	2014	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
	2015	CAT 5 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)	
	2016	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)	

2017	Miscellaneous Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
2018	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
2019	Miscellaneous Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
2020	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
2021	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
2022	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
2023	CAT 1 Elevator Inspections (Normal Business Hours) (Upstate NY)
2024	CAT 1 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
2025	CAT 3 Elevator Inspections (Normal Business Hours) (Upstate NY)
2026	CAT 3 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
2027	CAT 5 Elevator Inspections (Normal Business Hours) (Upstate NY)
2028	CAT 5 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
2029	Periodic Elevator Inspections (Normal Business Hours) (Upstate NY)
2030	Periodic Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
2031	Periodic Escalator Inspections (Normal Business Hours) (Upstate NY)



	2032	Periodic Escalator Inspections (Other than Normal Business Hours) (Upstate NY)	(b) (4)			
	2033	CAT 1 Escalator Inspections (Normal Business Hours) (Upstate NY)				
	2034	CAT 1 Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
	2035	CAT 1 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
	2036	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
	2037	CAT 5 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
	2038	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
	2039	Miscellaneous Elevator Inspections (Normal Business Hours) (Upstate NY)				
	2040	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (Upstate NY)				
	2041	Miscellaneous Escalator Inspections (Normal Business Hours) (Upstate NY)				
	2042	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
	2043	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
	2044	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
	Option Year II Total					\$ (b) (4)
Option Year 3	3001	CAT 1 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)				

3002	CAT 1 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3003	CAT 3 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
3004	CAT 3 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3005	CAT 5 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
3006	CAT 5 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3007	Periodic Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
3008	Periodic Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3009	Periodic Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
3010	Periodic Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3011	CAT 1 Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
3012	CAT 1 Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3013	CAT 1 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
3014	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3015	CAT 5 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
3016	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3017	Miscellaneous Elevator Inspections (Normal Business Hours) (NYC Metropolitan)

(b) (4)

3018	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3019	Miscellaneous Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
3020	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3021	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
3022	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
3023	CAT 1 Elevator Inspections (Normal Business Hours) (Upstate NY)
3024	CAT 1 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
3025	CAT 3 Elevator Inspections (Normal Business Hours) (Upstate NY)
3026	CAT 3 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
3027	CAT 5 Elevator Inspections (Normal Business Hours) (Upstate NY)
3028	CAT 5 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
3029	Periodic Elevator Inspections (Normal Business Hours) (Upstate NY)
3030	Periodic Elevator Inspections (Other than Normal Business Hours) (Upstate NY)
3031	Periodic Escalator Inspections (Normal Business Hours) (Upstate NY)
3032	Periodic Escalator Inspections (Other than Normal Business Hours) (Upstate NY)

(b) (4)

	3033	CAT 1 Escalator Inspections (Normal Business Hours) (Upstate NY)	(b) (4)			
	3034	CAT 1 Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
	3035	CAT 1 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
	3036	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
	3037	CAT 5 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
	3038	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
	3039	Miscellaneous Elevator Inspections (Normal Business Hours) (Upstate NY)				
	3040	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (Upstate NY)				
	3041	Miscellaneous Escalator Inspections (Normal Business Hours) (Upstate NY)				
	3042	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
	3043	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
	3044	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
			Option Year III Total \$ (b) (4)			
Option Year 4	4001	CAT 1 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)	(b) (4)			
	4002	CAT 1 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)				

4003	CAT 3 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
4004	CAT 3 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
4005	CAT 5 Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
4006	CAT 5 Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
4007	Periodic Elevator Inspections (Normal Business Hours) (NYC Metropolitan)
4008	Periodic Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
4009	Periodic Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
4010	Periodic Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
4011	CAT 1 Escalator Inspections (Normal Business Hours) (NYC Metropolitan)
4012	CAT 1 Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)
4013	CAT 1 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
4014	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
4015	CAT 5 Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)
4016	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)
4017	Miscellaneous Elevator Inspections (Normal Business Hours) (NYC Metropolitan)

(b) (4)

4018	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	(b) (4)
4019	Miscellaneous Escalator Inspections (Normal Business Hours) (NYC Metropolitan)	
4020	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
4021	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (NYC Metropolitan)	
4022	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (NYC Metropolitan)	
4023	CAT 1 Elevator Inspections (Normal Business Hours) (Upstate NY)	
4024	CAT 1 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)	
4025	CAT 3 Elevator Inspections (Normal Business Hours) (Upstate NY)	
4026	CAT 3 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)	
4027	CAT 5 Elevator Inspections (Normal Business Hours) (Upstate NY)	
4028	CAT 5 Elevator Inspections (Other than Normal Business Hours) (Upstate NY)	
4029	Periodic Elevator Inspections (Normal Business Hours) (Upstate NY)	
4030	Periodic Elevator Inspections (Other than Normal Business Hours) (Upstate NY)	
4031	Periodic Escalator Inspections (Normal Business Hours) (Upstate NY)	
4032	Periodic Escalator Inspections (Other than Normal Business Hours) (Upstate NY)	

4033	CAT 1 Escalator Inspections (Normal Business Hours) (Upstate NY)	(b) (4)			
4034	CAT 1 Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
4035	CAT 1 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
4036	CAT 1 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
4037	CAT 5 Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
4038	CAT 5 Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
4039	Miscellaneous Elevator Inspections (Normal Business Hours) (Upstate NY)				
4040	Miscellaneous Elevator Inspections (Other than Normal Business Hours) (Upstate NY)				
4041	Miscellaneous Escalator Inspections (Normal Business Hours) (Upstate NY)				
4042	Miscellaneous Escalator Inspections (Other than Normal Business Hours) (Upstate NY)				
4043	Miscellaneous Handicap Lift Inspections (Normal Business Hours) (Upstate NY)				
4044	Miscellaneous Handicap Lift Inspections (Other than Normal Business Hours) (Upstate NY)				
Option Year IV Total					\$ (b) (4)
Base and Options Total					\$ 652,410.00

Federal Acquisition Regulations (FAR) Contract Clauses/Provisions Incorporated By Reference

Note: The full text version of the clauses/provisions incorporated by reference in this solicitation can be found in the Federal Acquisition Regulation (FAR). The FAR can be accessed at the following Internet address: <http://farsite.hill.af.mil/>

52.202-1 Definitions

52.203-3 Gratuities

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper

52.204-7 System for Award Management

52.204-9 Personal Identity Verification of Contractor Personnel

52.204-13 System for Award Management Maintenance

52.204-16 Commercial and Government Entity Code Reporting

52.204-18 Commercial and Government Entity Code Maintenance

52.204-19 Incorporation by Reference of Representations and Certifications

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

52.204-26 Covered Telecommunications Equipment or Services-Representation.

52.209-7 Information Regarding Responsibility Matters

52.212-1 Instructions to Offerors- Commercial Items

52.212-2 Evaluation-Commercial Items

52.212-3 Offerors Representations and Certifications-Commercial Items

52.212-4 Contract Terms and Conditions--Commercial Items

52.212-4 Contract Terms and Conditions--Commercial Items Alternate I

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items

52.216-1 Type of Contract

52.216-4 Economic Price Adjustment -- Labor and Material

52.216-31 T&M/LH Proposal Requirements--Commercial Item Acquisition

52.217-2 Cancellation Under Multiyear Contracts

52.217-5 Evaluation of Options

52.217-8 Option to Extend Services

52.217-9 Option to Extend the Term of the Contract

52.222-1 Notice to the Government of Labor Disputes

52.223-5 Pollution Prevention and Right-to-Know Information

52.223-6 Drug-Free Workplace

52.223-10 Waste Reduction Program

52.227-14 Rights in Data-General

52.228-5 Insurance-Work on a Government Installation

52.229-3 Federal, State, and Local Taxes

52.232-19 Availability of Funds for the Next Fiscal Year

52.233-1 Disputes

52.233-2 Service of Protest

52.237-1 Site Visit
52.237-2 Protection of Government Buildings, Equipment, and Vegetation
52.242-13 Bankruptcy
52.242-15 Stop-Work Order
52.242-17 Government Delay of Work
52.252-1 Solicitation Provisions Incorporated by Reference
52.252-2 Clauses Incorporated by Reference
52.253-1 Computer Generated Forms

**General Services Administration Acquisition Manual (GSAM) Contract Clauses/Provisions
Incorporated By Reference**

***552.212-71* CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF
COMMERCIAL ITEMS (MAY 2019)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) *Clauses:*

552.203-71	Restriction on Advertising
552.204-9	Personal Identity Verification Requirements
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items
552.219-75	GSA Mentor-Protégé Program
552.228-5	Government as Additional Insured
552.232-25	Prompt Payment Under Building Services Contracts
552.232-72	Final Payment
552.237-71	Qualifications of Employees

(End of clause)

Contract Clauses/Provisions Incorporated in Full Text

52.209-7 Information Regarding Responsibility Matters Oct 2018)

(a) *Definitions.* As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in [4.2105\(c\)](#), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.*

(1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Nov 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in

Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint

venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

Line Item No.	Country of Origin
_____	_____
_____	_____

- (2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\).](#)]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that–

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.212-4 Contract Terms and Conditions-Commercial Items.

Contract Terms and Conditions-Commercial Items (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and

weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice;

and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can

demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the

Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-4 Contract Terms and Conditions—Commercial Items Addendum

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties. De-obligations of un-liquidated funding will be made on a unilateral basis.

(g) Invoice. Please follow invoicing instructions clearly stated within the solicitation. Invoices for services rendered shall be submitted no later than ten (10) business days of report submission and acceptance.

(End of Provision)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 2020)

As prescribed in 12.301(b)(4), insert the following clause:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (June 2020) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009 (Jun 2010)).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-4.

___ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020).

___ (iii) Alternate II (Mar 2020).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (JUN 2020) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Re-representation (Nov 2020) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Sep 2016) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).

___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

X (1) 52.222-17, Non-displacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

X (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (June 2020) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

Reserved (iii) 52.222-17, Non-displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 -- Option to Extend Services (Nov 1999)

As prescribed in 17.208(f), insert a clause substantially the same as the following:

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

52.233-2 -- Service of Protest (Sep 2013)

As prescribed in 33.106, insert the following provision:

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Laureene Jackson at 225 Cadman Plaza, Brooklyn, NY 11201.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

As prescribed in 52.107(a), insert the following provision:

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of Provision)

52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

As prescribed in 52.107(b), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of Clause)

Performance Based Service Contract Term and Conditions

Affirmative Procurement Program

- (a) GSA is required to procure and use products containing recovered materials, environmentally preferable, and bio-based products. These items will be used to the maximum extent feasible unless the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.
- (b) In support of this program, products that meet the following criteria are considered acceptable--
 - (1) Products specified by the U.S. Environmental Protection Agency (EPA) as Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs). The list of CPG items is available at <http://www.epa.gov/cpg>.
 - (2) Products designated as environmentally oriented in the GSA Federal Supply Service "Environmental Products and Services Guide." This guide is available at the FSS Environmental Homepage at <http://pub.fss.gsa.gov/environ>.
 - (3) Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: <http://yosemite1.epa.gov/oppt/eppstand2.nsf> or information published by the Office of the Federal Environmental Executive at <http://www.ofee.gov/gp/gp.htm>
 - (3) Products to be designated, in the future, as bio-based products on the United States Department of Agriculture (USDA) Bio-based Products List.
- (c) In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided by the contractor **no later than November 1 of each year**, with data for the preceding twelve-month period ending September 30.

Insurance

The Contractor must refer to the FAR clause 52.228-5 "Insurance - Work on Government Installation" incorporated by reference herein. The coverage specified below, pursuant to Subpart 28.307 of the Federal Acquisition Regulation (FAR), is the minimum insurance required.

- (a) Workers' Compensation and Employer's Liability. Contractors are required to comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require

this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

- (b) General Liability. The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Notice to Proceed

The Contracting Officer will issue the Notice to Proceed on this IDIQ only after receipt from the contractor, and approval by GSA, of all required security clearance documents.

Task Orders for Services

Specific 3rd Party Witnessing Services defined in the Performance Work Statement and attachments will be ordered by the specific Building Manager's Office/Contracting Officer at the line item price established in the contract. Orders for services may be placed orally in the event of an emergency. However a written request must follow within 24 hours of the oral notification. All orders will be ordered by a warranted Contracting Officer/Purchasing Officer by issuing a GSA Form 300, Order for Supplies and Services. The GSA Form 300 will describe the service to be provided and will establish the maximum amount for which the contractor will be compensated. Or a Purchase Card/GSA Credit Card could be utilized for a maximum amount of \$2,000.00 for work performed; split orders are prohibited.

Invoice Requirements and Procedures

Invoice Requirements:

1. Each invoice for services shall be submitted to the COR and shall reference the contract number, Task Order number, name of building where such services were provided, the dates and the type of work performed. Also indicate the name of the GSA representative who authorized the performance of work and the date the Task Order (GSA 300) was placed.
2. To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:
 - a. Pegasys Document Number (PDN)
 - b. Organization Code

3. Invoices for services rendered shall be submitted no later than ten (10) business days of report submission and acceptance.
4. Services under \$2,500.00 can be paid through the Purchase Card/GSA Credit Card held by an authorized Card holder in the Building Manager's Office. The contractor shall establish a P.O.S. terminal capable of accepting such card(s) to expedite payment for additional services. All Purchase Card/GSA Credit Card payments/services will have a maximum amount of \$2,500.00 for work performed and split orders are prohibited. Any payments made by the Purchase Card/GSA Credit Card shall use the line item price established in the contract.
5. In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract, the following information or documentation must be submitted with each invoice:
 - * The PDN for this requirement will be issued at the Task Order level.
 - * The GSA Form 1142, Release of Claims is required to be submitted only on the Final Payment request.

Procedures:

1. Invoices shall be submitted in an original only, unless otherwise specified. The invoice submitted will be a draft invoice (pencil copy) to the Ordering Official, COR & PM for review and cc-ed to the Contracting Officer.
2. If Ordering Official and or COR rejects the draft invoice, the reasons for rejection will be noted and sent for corrections.
3. Once the corrected invoice is approved by the Ordering Official, the "approved" invoice shall be re-sent to the Ordering Official and cc-ed to the COR and the Contracting Officer.

Performance Based Service Contract

This IDIQ is a performance based service contract.

Standards of Conduct

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

Removal from Contract Work

Under the following conditions, the Contracting Officer or his/her representative may request the Contractor to immediately remove any employee(s) from the work site. When the Government determines such employee to be: incompetent, careless, insubordinate, unsuitable or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population.

The Contracting Officer may also request the Contractor to immediately remove any employee(s) from the work site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

1. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
2. Violation of Federal, State, or local law.
3. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
4. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
6. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities, which interferes with the normal efficient operations of the Government.
7. Theft, vandalism, immoral conduct, or any other criminal actions.
8. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.

9. Improper use of Government identification.
10. Unauthorized use of communication equipment on Government property.
11. Violation of security procedures or regulations.
12. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer will make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population, the Contracting Officer's Representative will have the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population. The Contracting Officer will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Office will make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer will make a final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

Recording Presence

Each contract employee must sign in when entering the building and state the purpose of the visit, (for example, scheduled maintenance, service call, or repairs) and sign out when leaving the building. Supervisory employees shall indicate their titles adjacent to their signatures. The COR will designate the location of the log and the type of form used.

Escort Requirements

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations and must work in Federally-controlled space. In those cases, ALL un-cleared contract employees must be escorted in non-public space by a Government employee or another responsible cleared contract employee that is approved by the Contracting

Officer or his/her designee. Other Government agencies may have specific agency security requirements for their own space that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for un-cleared contract employees must always be in close proximity and eyesight of the un-cleared contract employee. The contract escort must watch un-cleared employees and remain with un-cleared contract employees for the entire time they are in the building and/or Federally-controlled space. An un-cleared employee cannot be left alone or out of eyesight at any time they are in non-public space. A cleared and approved escort may not bring several un-cleared contract employees, into Federally-controlled space, that are not within close proximity or eyesight at all times. A cleared and approved escort may not have multiple un-cleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and un-cleared escorted contract employees. Also, violations of escort requirements by contract employees in accordance with security requirements may be grounds for termination of the contract.

Security Requirements Non-Classified Contract

(E-QIP) Long Term Contractor – U.S. or Naturalized Citizen or Non – U.S. Citizen legally residing in the U.S. for more than 3 consecutive years: A non-federal employee performing work on Federal premises on a recurring basis for 181 days or more. They must meet HSPD-12 requirements and receive a favorable National Agency Check with Written Inquires (NACI) Favorable Suitability Determination. The process is as follows:

1. The GSA Requesting Official completes and provides the following to the contractor:
 - * Emails the DHS Contractor Information Worksheet (CIW) with sections 2 through 4 completed.
 - * Emails page 2 the Form I-9 Employment Eligibility Verification to the contractor which provides instructions on the required forms of identification.
 - * Mails 2 original sets of the DHS/FPS FD-258 Fingerprint Cards.
2. The contractor completes and provides the following to the GSA Requesting Official:
 - * The contractor completes section 1 of the Contractor Information Worksheet, prints documents and returns back to the GSA Requesting Official in a sealed envelope labeled with the contractor's last name; first name; middle name; last four digits of their Social Security Number; and company name. **The RCO will not accept faxed copies of any documents due to Privacy Act Regulations. All forms must be typed with original signatures. Hand written forms will not be accepted.**

3. The GSA Requesting Official completes the Contractor Suitability Request Transmittal Form (typed) and attaches all application packages in a sealed envelope via overnight mail or hand delivered to:

GSA Regional Credentialing Office (RCO)

Attn: *Point of Contact will be provided after contract award*

Address will be provided after contract award

Packages sent by overnight mail must require a signature of receipt. Hand delivered packages shall be marked confidential.

4. DHS/FPS must:

- * DHS/FPS will initiate and invite the contractor to complete the SF-85P, via E-QIP with an email to the respective contractor email address as listed in Section 1 of their submitted CIW.

5. The contractor must:

- * Complete the E-QIP Application. The contractor has 7 calendar days to sign onto the E-QIP system and another 7 calendar days to complete the E-QIP application. If the contractor does not respond timely, the system will cancel the contractor's invitation. If an application is terminated, the GSA Requesting Official will notify the applicant of the termination and the entire application process must begin again. The contractor must: 1) complete the E-QIP application; 2) print the signature pages of the E-QIP application (CEL, REL, MEL); 3) release the document within E-QIP; and 4) sign and date the last 3 signature pages. The contractor is required to submit signature pages with original signatures; photocopies of signatures will not be accepted. The contractor should maintain a copy of the completed E-QIP package for their records in case of clarifications.
- * Complete 2 sets of DHS/FPS FD-258 (Fingerprint Cards) with original signatures of the applicant and the official taking the fingerprints.
- * A copy of 2 documents that establishes "proof of identity" as listed on page 2 of the Form I-9 Employment Eligibility Verification.
- * The following requirements apply to U.S. Citizens born in a foreign country, foreign born citizens, and dual citizenship holders.
 - If the applicant is a U.S. Citizen and was born in a foreign country, they must submit either a copy of the front page of their U.S. Passport or a copy of their U.S. Citizenship Naturalization Document with the documentation above.
 - If the applicant is a foreign born citizen and is now a U.S. Naturalized Citizen, they must submit a copy of their U.S. Citizenship Naturalization Document with the documentation above.

- If the applicant is a foreign born citizen and resides in the U.S., they must submit a copy of their USCIS Alien Registration Document with the documentation above.
 - If the applicant claims dual citizenship, they must sign and date the DHS ICE Citizenship Declaration Form and submit the documentation above.
 - * Submit all required documents to the GSA Requesting Official in a sealed envelope labeled with the contractor's; last name; first name; middle name; last four digits of their Social Security Number; and the company name. The RCO will not accept faxed copies of any documents due to Privacy Act Regulations. All forms must be typed with original signatures. Hand written forms will not be accepted.
6. The GSA Requesting Official emails the contractor the results of the suitability determination. Suitability Determinations may be either:
- * Pre-Favorable. The prospective contractor is determined to be suitable to perform work in the building up to 180 calendar days. If the contractor has not received a Favorable 5 Year NACI by the end of the 180 calendar days, he/she may continue to work under the existing determination until further notice.
 - * Unfavorable. The prospective contractor is determined to be unsuitable to perform work in the building. This determination is frequently based upon an incongruity between the forms submitted by the contractor and the law enforcement checks. The contractor may appeal this decision within 30 calendar days. All appeals on Unfavorable Suitability Determinations are handled by DHS/FPS headquarters Office in Washington, DC.
 - * Clarification. The prospective contractor must contact the DHS/FPS Contractor Suitability Adjudication Section within 15 calendar days to provide additional information in order to complete the background investigation for a suitability determination. Failure to respond within the above timeframe will result in an Unfavorable Suitability Determination.
 - * Illegible Fingerprints. The prospective contractor needs to resubmit 2 new sets of the DHS/FPS FD-258 Fingerprint Cards with a copy of the DHS/FPS illegible letter through the GSA Requesting Official to the GSA Regional Credentialing Officer (RCO) within 15 calendar days of the notification. Failure to resubmit within the above timeframe will result in an invalid application and the entire application process must begin again.
 - * Favorable NACI. Upon completion of an OPM investigation and final Favorable Suitability Determination by DHS/FPS, the contractor will receive notification from the GSA Requesting Official of their NACI clearance.

Contractor employees may not begin work on-site prior to a Pre-Favorable Suitability Determination. In the event the contractor receives an Unfavorable or Clarification Suitability Determination, the contractor is afforded an opportunity to explain and correct any inconsistencies by providing additional supporting documentation to the DHS/FPS

Contractor Suitability Adjudication Section, which may or may not change the suitability determination.

7. In the event the contractor receives an Unfavorable or Clarification suitability determination, the contractor is afforded an opportunity to explain and correct any inconsistencies by providing additional supporting documentation to the DHS/FPS Contractor Suitability Adjudication Section, which may or may not change the suitability determination.
8. At each phase of the suitability determination process, the DHS/FPS Contractor Suitability Adjudication Section will notify the RCO, who in turn will notify the GSA Requesting Official of the status of the contractor. The RCO updates the Regional Contractor Suitability Database and forwards a copy of each phase of the contractor's suitability, (Pre-Favorable, Unfavorable, Clarification and Illegible Fingerprints and Favorable 5 Year NACI) from DHS/FPS to the respective GSA Requesting Official. The GSA Requesting Official is required to provide a copy of each suitability determination to the contractor for their records. Also, a copy of the determination should be placed in the contract file for validation of HSPD-12 requirements.
9. If the NACI portion of the contractor suitability determination is Pre-Favorable, the DHS/FPS Contractor Suitability Adjudication Section forwards the package to OPM for completion of the NACI investigation.
10. Upon completion of its investigation, OPM reports the results of the investigation to the Region 1 DHS/FPS Contractor Suitability Adjudication Section, which makes the final suitability determination decision for the NACI and notifies both the RCO and GSA Central Office of its decision.
11. If work is to be performed after building operating hours, the GSA Requesting Official must provide the local DHS/FPS Official the following information in writing:
 - * Building name and location of work (i.e.; room number, floor and agency)
 - * Name and address of Contractor Company
 - * Last, First and Middle name of all Contractor(s)
 - * Dates and times of activity
12. Employee Identification/Building Passes.
13. Upon receipt of favorable suitability determination, each contract employee may be issued a 5-year identification credential in accordance with the federally-controlled facility procedures and, if applicable, be granted access to those Federal information systems necessary to accomplish the contract. A temporary ID may be issued after a preliminary favorable suitability determination. The Contractor shall ensure that all contract employees display their credentials in accordance with facility procedures. The Contractor shall also ensure that such credentials are returned to the government as contract employees are dismissed, terminated, or upon expiration of the contract. The Contractor will be assessed a fee for each identification credential that is lost or otherwise not returned.

- * All employees shall carry their passes with them during duty hours and show them upon request. The COR, or other designated GSA personnel, shall periodically check the Contractor employee passes against their personal identification.

Sensitive But Unclassified (SBU) Building Information

1. GSA contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.
2. Contractors and prospective Offerors with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1 that provides for the dissemination of paper and electronic SBU building information for all Federally-controlled space (owned, leased and delegated).
3. SBU information includes but is not limited to:
 - * Paper and/or electronic documentation of the physical facility information
 - * Building designs (such as floor plans)
 - * Construction & renovation/alteration plans and specifications
 - * Equipment plans and locations
 - * Building operating plans
 - * Information used for building service contracts and/or contract guard services

For all GSA controlled facilities, any other information considered a security risk, shall be considered covered under this category.

4. All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution
5. Contractors authorized to receive SBU information shall provide the following identification:
 - * A copy of a valid business license
 - * Verification of a valid DUNS Number
 - * A Valid IRS Tax ID Number
 - * A Valid picture state driver's license
6. Contractors shall sign a Document Security Notice when they receive the information.
7. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

8. Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.
9. All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.
10. The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files

Performance Work Statement

1. Definitions

1.1. Imminent Danger

Description of condition for a unit, which, in the professional judgment of a qualified inspector, poses a threat of accident or failure in such a manner that, it could cause death or serious injury to persons or sizable damage to property.

NOTE: If an “imminent danger” condition exists or the equipment is unsafe, circumstances must be reviewed by the Regional Elevator Program Manager, Contracting Officer Representative (COR), Building Manager (BM), Elevator Maintenance Contractor, and the Elevator Inspection Contractor. The unit shall not be placed back in service until written certification is received from the elevator maintenance company and verified by the elevator inspector that the elevator poses no danger to passengers and is safe to operate. Any cost associated with this re-inspection shall not exceed the cost of miscellaneous inspections under this contract. Written notification shall be provided to the Regional Elevator Program Manager, COR, and BM assuring that the unit is safe for operation.

1.2. Unit

Any individual type of vertical transportation equipment such as passenger, service or freight elevators, escalators, lifts, dumbwaiters.

1.3. Elevator/Escalator Maintenance Contractor

Contracted entity performing elevator/escalator maintenance service.

1.4. Periodic Inspections/Witnessing Services

GSA uses Third-party witnessing services for Periodic Inspections, Cat 1, Cat 3, and Cat 5 safety, no load, and load tests and to assure compliance with applicable codes.

2. The Roles of government Personnel for Contract Administration

2.1. Contracting Officer (CO)

The Contracting Officer (CO) has the overall responsibility for the administration of the contract. He/she alone, without delegation, is authorized to take actions on behalf of the government to: amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, he/she may delegate certain other responsibilities to his/her authorized representative(s).

2.2. Contracting Officer's Representative (COR)

The Contracting Officer's Representative (COR) assists the CO in the administration of the contract and supports him/her in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; advising the contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the CO of any factors which may cause delay in performance of the work. This delegation does not authorize the modification of any of the contract provisions, terms, or conditions. All authorities not delegated are reserved to the CO. The contractor shall make available such records, reports, and facilities as may be required to carry out the COR's assignment. Additional responsibilities of the COR include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; following through to assure that all defects or omissions in performance are corrected in a timely fashion; recommending deductions from contract payment for nonperformance or unsatisfactory performance; conferring with representatives of the contractor regarding any problems encountered in the performance of the work; and generally assisting the CO in carrying out his/her responsibilities.

3. Scope of Work

General Services Administration (GSA), Public Building Service (PBS) Region 2, requires contractor support to provide periodic independent elevator and escalator inspections and witnessing of Cat 1, Cat 3, and Cat 5 testing as required for the buildings in the Manhattan Service Center and Upstate Service Center. Services include, but not limited to, the performance of complete independent inspection and witness testing of a variety of vertical transportation equipment such as elevators, escalators, dumb waiters (If Applicable), and wheelchair lifts, and include, but are not limited to systems, equipment and components such as hoist way and car doors, guides and operating devices; hoisting machines, sheaves and brakes, motors and motor generator sets; hoisting ropes, governor ropes, safety ropes, compensation ropes, operating cables, governors, safeties, interlock and contacts, guide rails and oiling devices, terminal, slowdown and leveling devices, elevator cars, counterweights, and buffers, machine rooms, hoist ways and pits, automatic and manual emergency fire service (Phase I and II) and emergency power operations.

4. Task Description

The contractor will be responsible for performing 3rd party witnessing services that include periodic inspections and to witness Cat 1, Cat 3, and Cat 5 testing. The contractor shall act as the government's representative when witnessing the required tests, and try to insure against any unnecessary equipment damage prior to the accomplishment of the tests. The contractor shall provide all labor, tools, equipment, supplies, reports, and travel necessary to complete the specified periodic inspections and witness testing for the buildings in the Manhattan Service Center and Upstate Service Center covered under this contract as stated in Attachment 1, List of Buildings and Equipment. The inspections and tests shall include but are not limited to the following systems, equipment and components:

- * Hoistway and car doors, hangers, guides and operating devices
- * Hoisting machines, sheaves, and brakes
- * Motors and motor generator sets
- * Hoisting, governor, safety, compensation and operating cables
- * Controllers (including contacts, switches, etc.)
- * Signal systems, controls, and traveling cables
- * Governors, safeties, interlocks, and contacts
- * Guide rails and oiling devices
- * Terminal, slowdown and leveling devices
- * Elevator cars, counterweights, and buffers
- * Machine rooms, hoistways and pits
- * Pit Flood Monitoring Device (if applicable)

5. Reference Criteria

Inspections and tests shall conform to the requirements, industry practices/procedures and regulations contained in the most recent issue of the following guides:

- * ASME A17.1: Safety Code for Elevators and Escalators with published supplements.
- * ASME A17.2: Inspector's Manual for Elevators and Escalators with published supplements.

6. Schedule and Inspections

6.1. Schedule of Work

Work shall consist of inspection services and tests as specified in this section and shall cover, at the minimum, the following:

- 6.1.1. Inspect maintenance practices, including pictures for non-compliance with the Elevator/Escalators Maintenance and Repair Contract and report the condition for each item.

- 6.1.2. Perform routine semi-annual inspections, testing and witness all semi-annual, Cat 1, Cat 3, and Cat 5 tests as required in Attachment 2, Table N1 ASME Recommended Inspection Frequency.
- 6.1.3. Perform any other tests and monitor all tests by Elevator Maintenance Company.
- 6.1.4. Perform inspection work, witness testing and submit required report with ten (10) business days from date of final test to the COR, BM, and CO.
- 6.1.5. Provide two hard copies to the BM of the building that the elevators were located in and provide a electronic copy to the Regional Vertical Transportation Program Manager, CO, and COR.

6.2. Scheduling of Work

It will be necessary to coordinate all inspections or tests with the BM and elevator/escalator maintenance contractor to determine availability of all parties and in order to provide advance notification to building tenants of the temporary disruption. The contractor shall notify the BM who in turn will notify the elevator/escalator maintenance contractor in writing no less than 30 calendar days before an inspection is due for scheduling purposes and advance notification for tenants.

All work shall be performed during normal working hours, 7:00AM – 5:00PM Monday through Friday. Exceptions to this may be the testing and inspection of the firefighter's service operation and the testing of the emergency control systems. These exceptions, when scheduled outside regular working hours will require the prior approval of the COR and shall be performed as part of this contract at no additional cost to the government.

Coordination with the elevator/escalator maintenance contractor shall be coordinated by the Building Manager with the Elevator Maintenance Company and the Third Party Witnessing Contractor with communication to the COR on ALL scheduling, so that the BM and COR may monitor and confirm the scheduling process. The contractor shall not proceed to the inspection site until coordination of an agreed date and time has been confirmed and the contractor has received a GSA 300, Order for Supplies and Services, for the services required. If the contractor proceeds to the inspection site without an executed GSA 300, the contractor will not be allowed to perform the services and will not be compensated for work or travel in connection with any unauthorized work performance.

If the contract schedule is not met, or any operation is omitted when scheduled for performance, the contractor will be notified of this failure or omission and he will be requested by the CO to perform the omitted service. If the contractor does not comply with the request within such time as the CO deems to be reasonable, employees of the government or other contractors may complete the work. The cost thereof will be deducted from any money due the contractor under the task order.

Only one (1) elevator in any one (1) elevator bank and one set of escalators at any one time shall be taken out of service for inspections and testing.

6.3. Cancellation of Work

Should it be necessary to cancel any inspection after the dates have been agreed in writing with the contractor, the contractor will be given a three (3) calendar day notice.

6.4. Inspections

It is the responsibility of the contractor to determine that the equipment is in a safe operating condition, that it has not been altered except in conformity to the applicable codes or regulations, and that it performs in accordance with test requirements. Inspections shall be made in accordance with most current ASME A17.1 and 17.2 Codes, as applicable.

6.4.1. Safety Inspection Tests

The contractor shall witness tests of fire and emergency control system, safety mechanisms, devices, controls, equipment and systems relevant to the units. The contractor shall act as government agent and supervise the safety tests under the guidelines and procedures contained within ASME A17.1, A17.2 Codes, all applicable parts. A metal test tag with the test date, the requirement number requiring the test, and the name of the person or firm performing the test shall be installed in the machine room for all Categories 1 and 5 tests for electric elevators and lifts, Cat 1 for Escalators and Categories 1 and 3 tests for hydraulic elevators, and lifts and dumbwaiters. Remove

6.4.1.1. **CAT 1** no-load safety tests of elevators, dumbwaiters and powered platforms shall be performed in accordance with the latest version of ASME A17.1 & 17.2

6.4.1.2. **CAT 3** Safety Tests for Hydraulic Elevators, Dumbwaiters, and Lifts No load safety tests of hydraulic elevators, dumbwaiters, and lifts shall be performed in accordance with the latest version of ASME 17.1 & 17.2

6.4.1.3. **CAT 5** Full load inspection test for all elevators, dumbwaiters, lifts and safety tests for hydraulic elevators and escalators. Full load tests shall be performed in accordance with the latest version of ASME 17.1 & 17.2

6.4.2. Periodic Inspections within six (6) months of completion of CAT 1 Test

Periodic Inspections shall be conducted every six months or as determined by the Authority having Jurisdiction. Ensure that the required test tags (which shall indicate name of the company performing the test, type of test, and date of test) shall be attached to each device tested. Verification that this information is attached to each device tested is considered a requirement of this contract. It shall be noted during inspections for safety and included on the report of inspections and tests.

6.4.3. Miscellaneous Inspections (As Requested)

Should the contractor be requested to conduct re-inspections or other miscellaneous inspection services, the contractor shall not charge rates higher than provided under this contract.

Elevator/escalator inspection meetings required by GSA shall be attended by the inspection contractor at no cost to the government. The contractor shall receive written permission from the COR before attending any meeting or providing any miscellaneous inspections.

NOTE: No elevator/escalator will be taken out of service during rush hours without the permission of the Building Manager for the purpose of inspections or tests.

6.5. Unsafe Equipment

If the equipment fails to meet the requirements, the inspector shall note the failure on the inspection report and not issue a new inspection certificate. If a condition exists which may cause an accident or serious mechanical failure, he shall shut down the equipment and “lock out/tag out” the equipment. The inspector shall immediately notify, in writing, the BM, Regional Vertical Transportation Program Manager, or their designated official and the COR of the action taken. Service may not be resumed until the deficiencies have been corrected and a qualified Elevator Inspector has made an inspection of the equipment and the certificate reissued.

6.6. Emergency Conditions

Any condition found which may jeopardize the safety of the passengers, the public or the equipment itself shall be verbally reported to the GSA Property Manager and the COR immediately within 24 hours a written report with a complete description of the condition shall be submitted in writing to the BM and Regional Vertical Transportation Program Manager. The report shall clearly list the emergency condition found, the corrective action recommended and the time required for the corrective action recommended.

7. Inspection and Test Reports

Upon completion of each inspection, the inspector shall complete an Elevator Inspection Checklist for each elevator, lift, and escalator. See below for recommended forms:

Checklist A134C1 – Checklist for Inspection of Electric Elevators

Checklist A050C7 - Checklist for Inspection of Hydraulic Elevators

Checklist A141C1 - Checklist for Inspection of Escalators

Each unit report shall identify any violations/deficiencies by the elevator/escalator maintenance contractor in Section II-A of the form and each violation/deficiencies by GSA inserted into Section II-B of the report.

7.1. Certificate of Inspection

Upon completion of each Cat 1, Cat 3, and Cat 5 inspections, if the unit meets the safety requirements and there are no serious maintenance deficiencies, the inspector shall, ensure the appropriate signatures and dates are entered on the **Certificate of Elevator Inspection (GSA Form 55)**. The Certificates of Elevator Inspection are to be kept in the Contractor's office files and furnished to the GSA Customer Service Center office whenever requested. Certificates for units other than elevators are to be kept and handled in the same manner.

When all spaces are filled or if the certificate becomes soiled or unsightly, it should be replaced.

7.2. Reports

7.2.1. The contractor shall provide a full written report of all inspections and tests, identifying and listing all repairs necessary to provide proper and safe elevator and escalator operation for each inspection/test report. The report shall include the ANSI/ASME A17.1, A17.2 and all applicable codes that are in violation.

7.2.1.1. Two (2) hard copies of all reports shall be submitted to the BM at each location with an electronic copy to the CO, COR, Regional Vertical Transportation Program Manager

7.2.1.2. The contractor shall immediately report any unsafe, life threatening conditions and major repairs in writing to the BM, Regional Vertical Transportation Program Manager, and COR at each location.

7.2.1.3. The contractor shall submit all reports no later than ten (10) business days after the last inspection for each location.

7.2.1.4. A deduction of 10% of the final payment will applied if a report is not submitted with the prescribed timeframe. The 10% deduction will remain in place after the late report is received.

- 7.2.1.5. References are to be cited for each nonstandard item noted. Within ten (10) business days after the performance of the inspection, the contractor shall submit reports as follows:

Contact information will be provided at the post-award orientation meeting.

- 7.2.2. The contractor shall provide a full written report of all inspections and tests completed on a monthly basis. The monthly report provided shall follow these guidelines:

- 7.2.2.1. Provide a monthly report, in a PDF document, listing in a table format all building names, building numbers, Task Order numbers/purchase card voucher numbers, CLIN references, CLIN descriptions of work performed, date performance, and the total amount of performed work within that month.

- 7.2.2.2. The contractor shall submit all monthly reports ten (10) business days at the beginning of the month, listing all the work performed for the previous month.

- 7.2.2.3. A deduction of 10% of the final payment will be applied if a report is not submitted with the prescribed timeframe. The 10% deduction will remain in place after the late report is received.

The contractor shall maintain a complete file of inspection and monthly reports at the Contractor's office for a minimum of five (5) years after that last inspection/test is performed. If the government Point of Contact changes, contractor will be notified via an e-mail.

8. Workmanship

All inspections, workmanship, or equipment shall be subject to re-inspection, examination, and test by government inspectors at any and all times during the course of the work and at any and all places where such work is being carried on. The government shall have the right to reject defective inspections or reports. Rejected items shall be satisfactorily corrected and/or replaced without additional expense to the government.

9. Inspectors

Critical to performance of this Performance Work Statement (PWS) is the experience and qualifications of the inspection personnel performing under this contract. The proposed inspection personnel shall have the necessary qualifications and certificates needed to perform all the different skill sets and functions necessary for this requirement.

ASME A17.1, Sections 8.10.1.1 and 8.11.1.1, requires inspectors and inspection supervisors to be certified by an organization accredited by ASME in accordance with the requirements contained in ASME QEI-1-2013 "Standard for the Qualification of Elevator Inspectors".

The contractor shall identify and provide resumes and copies of required certificates of those personnel in inspection positions who will be performing services at GSA buildings during the term of the contract.

The elevator inspector shall have:

- * The inspector shall be QEI certified.
- * The elevator inspector shall have at least five (5) years of working experience as an elevator inspector.
- * The Offeror shall provide written proof of this experience and licenses/certificates with submission of their offer.

9.1. Personnel Changes/Additions

Should it become necessary to replace or add inspection personnel, the contractor shall submit to the CO, ten (10) business days in advance, the resume and copies of required licenses/certificates of the personnel addition/replacement for approval. No changes shall be made until written approval is granted by the CO. No increase in the cost of this contract will be allowed when such addition or change of personnel is authorized.

9.2. Key Personnel

The contractor will designate an individual working under this contract as the key person who will be responsible for supervision/oversight of contract staff. This individual will be responsible for performing clerical tasks and correspondence. The key personnel for this contract are listed below:

Project Manager
Alternate Project Manager

In order to ensure a smooth and orderly startup of work, it is essential that the key personnel specified in the Offeror's offer be available on the effective date of the contract. If these personnel are not made available at that time, the Offeror must notify the CO and show cause. If the Offeror does not show cause, the Offeror may be subject to default action.

The Contractor shall not of its own will remove or replace any personnel without the written notification of the CO. Prior to utilizing employees other than specified personnel, the Contractor shall notify the CO and the COR. This notification must be no later than ten (10) business days in advance of any proposed substitution and must include justification (including resume(s) of proposed substitution(s) in sufficient detail to permit evaluation of the impact on contract performance.

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the government to be unsatisfactory at any time during the life of the Contract, the government reserves the right to request and receive satisfactory personnel replacement within five (5) business days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel.

The contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor must select, supervise, and exercise control and direction over its employees (including subcontractors) under this Contract. The Contractor is accountable to the government for the action of its personnel.

The Contractor shall be responsible for maintaining satisfactory standards of conduct and integrity. The CO, acting on the advice of the COR, will make all determinations regarding the removal of any employee from the work site(s). Additionally the assigned key personnel/inspector personnel shall be physically available at the mentioned government Facilities within 24 hours of a meeting request.

The Project Manager shall have:

- * A Project Manager is a person designated in writing by the Contractor to make decisions for the Contractor on a day-to-day basis.
- * The Project Manager shall be available by telephone at all times while contract work is being performed.
- * The Project Manager must possess strong communication and customer service skills.
- * The Project Manager must have at least 3 continuous years out of the past 5 years of project management/supervisory experience in directing operation, inspection/maintenance of multiple elevator/escalator contract service agreements with multiple customers from various building types.
- * Knowledge of scheduling and contract administration is expected
- * Under this contract the Project Manager shall have the authority to fully represent and act on behalf of the Contractor and has independent authority to authorize performance of work (inspections/testing) at various locations throughout the scope of this contract, as required by the government.

9.3. Contractor Self-Identification

All contractor personnel attending meetings, and/or working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public, of other government personnel or Congress that they are government officials. Contractor personnel must also ensure that all documents or reports produced by them are suitably marked as contractor products or that contractor participation is appropriately disclosed. This direction shall be adhered to unless otherwise waived, in writing, by the cognizant CO.

At no time will any contractor utilize letterhead for any correspondence between the contractor and any other entity depicting or intimating that the Contractor is a member/employee of the U.S. government, either as an individual or as a company/corporation. Example: Using the GSA Seal (or any other government's agency seal) in their letterhead.

9.4. Removal from Duty

The government may direct that a contractor be removed immediately from the work site(s) should it be determined that the person is unfit for the job. A determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- * Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from other documents or records;
- * Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal and efficient operations of the government;
- * Theft, vandalism, or any other criminal actions;
- * Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects;
- * Improper use of communications equipment or government property;
- * Violations of security procedures or regulations;
- * Unacceptable performance

10. Place of Performance

Please see the list of buildings listed in Attachment 1.

11. Period of Performance (On or About)

Base Year:	August 1, 2021 to July 31, 2022
Option Year 1:	August 1, 2022 to July 31, 2023
Option Year 2:	August 1, 2023 to July 31, 2024
Option Year 3:	August 1, 2024 to July 31, 2025
Option Year 4:	August 1, 2025 to July 31, 2026

Attachment 1
List of Buildings and Equipment

Building	Elevators	Dumbwaiter	Handicap Lift	Escalators
201 Varick Street Federal Building	18	-	2	4
Alexander Hamilton Customs House	11		-	-
Alfonse D'Amato US Courthouse	15	-	-	-
Conrad B. Duberstein Courthouse	14	-	-	-
Daniel P. Moynihan Courthouse	28	-	-	-
Emanuel Celler Courthouse	7			
Jacob Javits Federal Building	54	-	2	4
Silvio Mollo Federal Building	4	-	-	-
Ted Weiss Federal Building	20	-	-	-
Theodore Roosevelt Courthouse	15	-	-	-
Thurgood Marshall Courthouse	17	-	-	-
U.S. Mission to the United Nations	5	-	-	-
White Plains Courthouse	8	-	-	-
James M Hanley Federal Building	9			
Binghamton Federal Building and U.S. Courthouse	3			
Leo O' Brien Federal Building	4			
Alexander Pirnie Federal Building	3			
James Foley Federal Courthouse	8			
Champlain Border Station	1			
Massena Main Border Station	1			
Ogdensburg Customs House	1			
Alexandria Bay Border Station	4			
Kenneth Keating Federal Building	6			
Totals	256	0	4	8

201 Varick Street Federal Building Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manufacturer	Capacity	Speed	Stop	Type	Control System
1	Freight	GE	8750 lb	150 fpm	13	Traction	Key
2	Freight	GE	6000 lb	500 fpm	12	Traction	Microprocessor
3-5	Passenger	GE	3500 lb	500 fpm	5	Traction	Microprocessor
6-9	Passenger	GE	3500 lb	500 fpm	8	Traction	Microprocessor
10	Passenger	Schindler	3000 lb	125 fpm	3	Hydraulic	Microprocessor
11-12	Passenger	Otis	3000 lb	500 fpm	9	Traction	Microprocessor
13	Passenger	Otis	3000 lb	500 fpm	8	Traction	Microprocessor
14-16	Passenger	Otis	3000 lb	500 fpm	6	Traction	Microprocessor
17-18	Passenger	Otis	3000 lb	350 fpm	3	Traction	Microprocessor
Escalator 1-2	Passenger	Schindler		119 fpm	2		
Escalator 3-4	Passenger	Schindler		119 fpm	2		
Lift Passport	Handicap	Garaventa	750 lb	10 fpm	1	Screw	Electric
Lift Post Office	Handicap	Wheel-o-Vator	750 lb	9 fpm	1	Screw	Electric

Alexander Hamilton Customs House Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manufacturer	Capacity	Speed	Stops	Type	Control System
1	Passenger	Titan Elevator Company	2,500 lb.	350 fpm	8	Traction	G.A.L Galaxy units
2	Passenger	Titan Elevator Company	2,500 lb.	350 fpm	8	Traction	G.A.L Galaxy units
3	Passenger	Titan Elevator Company	2,500 lb.	350 fpm	8	Traction	G.A.L Galaxy units
4	Passenger	Titan Elevator Company	2,500 lb.	350 fpm	8	Traction	G.A.L Galaxy units
5	Passenger	Titan Elevator Company	2,500 lb.	350 fpm	8	Traction	G.A.L Galaxy units
6	Passenger	Titan Elevator Company	2,500 lb.	350 fpm	8	Traction	G.A.L Galaxy units
7	Freight	Titan Elevator Company	7,000 lb.	350 fpm	9	Traction	G.A.L Galaxy units
7a	Freight	Westinghouse	3,000 lb.	75/125 fpm	2	Basement Traction	Relay Logic
8	Passenger/Handicapped	Montgomery	2,000 lb.	75/125 fpm	2	Hydraulic	Micro Processor
9*	Freight	Titan Elevator Company	7,000 lb.	350 fpm	9	Traction	G.A.L Galaxy units
9a	Freight	Westinghouse	3,000 lb.	75/125 fpm	2	Basement Traction	Relay Logic (Westinghouse)

Alfonse D'Amato US Courthouse Equipment List (Long Island Location):

Elevator #	Pass/Freight	Manufacturer	Cap.	Speed	Stop	Type	Control System
P1 – P5	Passenger	Schindler	3500 #	400 FPM	11	Geared	Microprocessor
P6	Passenger/Garage	Schindler	3000 #	125 FPM	2	Hydraulic	Microprocessor
R1, R2	Judges	Schindler	3000 #	400 FPM	12	Geared	Microprocessor
F1	Freight	Schindler	5000 #	400 FPM	13	Geared	Microprocessor
F2	Freight	Schindler	3500 #	100 FPM	2	Hydraulic	Microprocessor
F3	Freight	Schindler	3500 #	350 FPM	10	Geared	Microprocessor
S1	Prisoner	Schindler	5000 #	150 FPM	3	Hydraulic	Microprocessor
S2	Prisoner	Schindler	4000 #	350 FPM	8	Geared	Microprocessor
S3	Prisoner	Schindler	4000 #	350 FPM	5	Geared	Microprocessor
S4	Prisoner	Schindler	4000 #	150 FPM	2	Hydraulic	Microprocessor

Conrad B. Duberstein Courthouse Equipment List (Brooklyn Location):

Elevator #	Pass/Freight	Manufacturer	Cap.	Speed	Stop	Type	Control System
1 – 3	Passenger	Roma elevator	2500	350	G-4	Traction	Elevator control
4	Passenger	Roma elevator	3000	350	G-4	Traction	Elevator control
5 – 7	Passenger	Roma elevator	3500	500	1-8	Gearless	Elevator control
8	Passenger	Roma elevator	3000	350	G-8	Traction	Elevator control
9	Passenger	Roma elevator	3500	150	G-3	Hydro	Elevator control
10	Passenger	Roma elevator	6600	350	B-8	Traction	Elevator control
11,12,15	Passenger	Roma elevator	8000	100	G.M.1	Hydro	Elevator control
13	Passenger	Roma elevator	3500	150	G.H.1	Hydro	Elevator control

Daniel P. Moynihan Courthouse Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1-3	Passenger	Schindler	3500 lbs	500 fpm	G 2 - 9	Gearless	Microprocessor
4-7	Passenger	Schindler	3500 lbs	500 fpm	G 2 - 8	Gearless	Microprocessor
8-15	Passenger	Schindler	3500 lbs	1000 fpm	G 2, 8 - 26	Gearless	Microprocessor
16	Freight	Schindler	8000 lbs	500 fpm	P3, P1, G - 27	Gearless	Microprocessor
17-18	Passenger	Schindler	2500 lbs	115 fpm	G,P!-P3	Hydro	Microprocessor
19	Passenger	Schindler	500 lbs	500 fpm	P1 G 5 – 7, 9	Gearless	Microprocessor
20	Passenger	Schindler	500 lbs	500 fpm	P3, 4, 5 & 9	Gearless	Microprocessor
21	Passenger	Schindler	2500 lbs	700 fpm	6 - 26	Gearless	Microprocessor
22	Passenger	Schindler	3750 lbs	700 fpm	4,6,9,11, 12,14,15, 17,18,20, 21,23,24, 26	Gearless	Microprocessor
23	Passenger	Schindler	2500 lbs	700 fpm	5 – 7, 9 - 26	Gearless	Microprocessor
24	Passenger	Schindler	3750 lbs	700 fpm	4,6,9,11, 12,14,15, 17,18,20, 21,23,24, 25	Gearless	Microprocessor
25-26	Passenger	Schindler	3750 lbs	125 fpm	P,3 3	Hydro	Microprocessor
27	Freight	Schindler	60000 lbs	50 fpm	S,P,3	Hydro	Microprocessor
28	Freight	Schindler	60000 lbs	50 fpm	S,P,3Passenger	Hydro	Microprocessor

Emanuel Celler Courthouse Equipment List (Brooklyn Location):

Elevator #	Pass/Freight	Manufacturer	Cap.	Speed	Stop	Type	Control System
PE 1	Passenger	T.K.E.	3500	400	B-6	Gearless	Swift
PE 2	Passenger	T.K.E.	3500	400	B-6	Gearless	Swift
PE 3	Passenger	T.K.E.	3500	400	B-6	Gearless	Swift
PE 4	Passenger	T.K.E.	3500	400	B-6	Gearless	Swift
PR 5	Passenger	NY Elevator	2000	200	B-6	Traction	G.A.L. Galaxy
JE 6	Passenger	T.K.E.	2000	350	B-6	Traction	Swift
PR 7	Passenger	T.K.E.	2000	200	B-6	Traction	G.A.L. Galaxy

Jacob Javits Federal Building Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manufacturer	Cap.	Speed	Stop	Type	Control System
1-8	Passenger	Westinghouse	4000 lbs	1200 fpm	1-8	Gearless traction	Microprocessor
9-16	Passenger	Westinghouse	4000 lbs	1000 fpm	1-10	Gearless traction	Microprocessor
17-22	Passenger	Westinghouse	4000 lbs	500 FPM	12	Gearless traction	Microprocessor
23-30	Passenger	Westinghouse	4000 lbs	800 fpm	12	Gearless traction	Microprocessor
31-38	Passenger	Westinghouse	4000 lbs	1000 fpm	10	Gearless traction	Microprocessor
39-42	Passenger	Westinghouse	4000 lbs	500 fpm	7	Gearless traction	Microprocessor
43-44	Freight	Westinghouse	6000 lbs	700 fpm	43	Gearless traction	Microprocessor
45	Passenger	ESCO	2000 lbs	100 fpm	2	Hydro	Microprocessor
46	Passenger	Westinghouse	2000 lbs	100 fpm	2	Hydro	Microprocessor
47	Freight	Westinghouse	6000 lbs	700 fpm	43	Gearless traction	Microprocessor
48	Freight	Westinghouse	2000 lbs	100 fpm	2	Hydro	Microprocessor
1-4	Escalators	Westinghouse			2		Microprocessor
1	Passenger	Westinghouse	3000 lbs	500 fpm	9	Geared Traction	Microprocessor
3	Passenger	Westinghouse	2000	350 fpm	9	Gearless Traction	Microprocessor

Silvio Mollo Federal Building Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	MCE	2000 lbs	500 fpm	B.G,L, 2-9	Geared	Microprocessor
2	Passenger	MCE	2500 lbs	500 fpm	B.G,L, 2-9	Geared	Microprocessor
3	Passenger	MCE	2500 lbs	500 fpm	G, L, 2-9	Geared	Microprocessor
4	Passenger	MCE	2500 lbs	500 fpm	G, L, 2-9	Geared	Microprocessor

Ted Weiss Federal Building Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1-2	Passenger	MCE	4000 lbs	700 fpm	G, 9-15	Gearless	Microprocessor
3-6	Passenger	MCE	4000 lbs	700 fpm	G, 2-7	Gearless	Microprocessor
7-8	Passenger	MCE	4000 lbs	700 fpm	G, 9-15	Gearless	Microprocessor
9-16	Passenger	Kone	4000 lbs	1200 fpm	G, 2, 15-30	Gearless	Microprocessor
17-18	Freight	Kone	8000 lbs	500 fpm	LL1, LD, M, 2-30, PH1	Gearless	Microprocessor
19-20	Passenger	Kone	3000 lbs	125 fpm	LL1, LL2, G, M, 1	Hydro	Microprocessor

Theodore Roosevelt Courthouse Equipment List (Brooklyn Location):

Elevator #	Pass/Freight	Manufacturer	Cap.	Speed	Stop	Type	Control System
PE 1-PE 4	Passenger	Ace Elevator	4000	450	G-6	Traction	O Thompson/Ultra
PE 5-PE 9	Passenger	Ace Elevator	4000	700	1-14	Gearless	O Thompson/Ultra
SE	Freight	Ace Elevator	5000	350	LL2-PH3	Traction	O Thompson/Ultra
P1	Passenger	Ace Elevator	4000	250	LL2-1	Bsmt Traction	O Thompson/Ultra
S-1 – S-2	Passenger	Ace Elevator	3000	350	G-12	Traction	O Thompson/Ultra
J-1 – J-2	Passenger	Ace Elevator	3000	500	LL2-14	Gearless	O Thompson/Ultra

Thurgood Marshall Courthouse Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1-2	Passenger	Transell	3000lbs	500 fpm	G-17	Gearless	Microprocessor
3	Passenger	Transell	3000lbs	500 fpm	17-29	Gearless	Microprocessor
4	Passenger	Transell	3000lbs	500 fpm	17-29	Gearless	Microprocessor
6-7	Passenger	Transell	3000lbs	500 fpm	G-17	Gearless	Microprocessor
8	Passenger	Transell	3000lbs	500 fpm	17-29	Gearless	Microprocessor
9	Passenger	Transell	3000lbs	600 fpm	17-29	Gearless	Microprocessor
11-12	Passenger	Transell	3000lbs	600 fpm	B-6	Gearless	Microprocessor
13	Passenger	Transell	3000lbs	600 fpm	B,G, 1-6	Gearless	Microprocessor
14-15	Passenger	Transell	2500lbs	600 fpm	B,LL, L-6	Gearless	Microprocessor
18	Passenger	Transell	2500lbs	600 fpm	B,LL, L 3-5	Gearless	Microprocessor
19	Passenger	Transell	2500lbs	600 fpm	B, L 3-6	Gearless	Microprocessor
20	Passenger	Transell	1000lbs	700 fpm	B, LL,L-25	Gearless	Microprocessor
21	Passenger	Transell	1000lbs	700 fpm	BL,LL, L-28	Gearless	Microprocessor

U.S. Mission to the United Nations Equipment List (Manhattan Location):

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	Fujitec	3500 lbs	700 fpm	B, 1-4, 6-23	Gearless Traction	Microprocessor
2	Passenger	Fujitec	3500 lbs	700 fpm	B, 1-4, 6-23	Gearless Traction	Microprocessor
3	Passenger	Fujitec	3500 lbs	350 fpm	L,1,2,8,9,10	Bsmnt Geared	Microprocessor
4	Passenger	Fujitec	3500 lbs	350 fpm	L,1,2,8,9,10	Bsmnt Geared	Microprocessor
5	Freight	Fujitec	4000 lbs	500 fpm	B, 1-23	Gearless Traction	Microprocessor

White Plains Courthouse Equipment List:

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	MCE	3500lbs	350 fpm	G-6	Geared Traction	Microprocessor
2	Passenger	MCE	3500lbs	350 fpm	G-6	Geared Traction	Microprocessor
3	Passenger	MCE	3500lbs	350 fpm	G-6	Geared Traction	Microprocessor
4	Passenger	MCE	3500lbs	350 fpm	G-6	Geared Traction	Microprocessor
5	Judge's	MCE	2000lbs	350 fpm	G-6	Geared Traction	Microprocessor
6	Prisoner's	Montgomery	3500lbs	375 fpm	G-6	Geared Traction	Microprocessor
7	Prisoner's	Montgomery	3500lbs	350 fpm	G-6	Geared Traction	Microprocessor
8	Freight	MCE	6000lbs	200 fpm	G-Ph	Geared Traction	Microprocessor

James M Hanley Federal Building (Syracuse Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Prisoner	Smart Rise			15	Gearless	
2	Passenger	Otis	4000	500	15	Gearless	
3	Passenger	Otis	4000	500	15	Gearless	
4	Passenger	Otis	4000	500	15	Gearless	
5	Passenger	Otis	4000	500	15	Gearless	
6	Freight	Otis	8000	400	15	Gearless	
7	Passenger	Otis	3500	200	3	Traction	
8	Passenger	Otis	3500	200	3	Traction	
9	Judge	Smart Rise			12	Gearless	

Binghamton Federal Building and U.S. Courthouse (Binghamton Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	Dover	2500	350	4	Traction	
2	Passenger	Dover	2500	350	4	Traction	
3	Freight	General Elevator	3000	45	4	Traction	

Leo O' Brien Federal Building (Albany Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	MCE	4000	500	10	Gearless	
2	Passenger	MCE	3000	500	10	Gearless	
3	Passenger	MCE	3000	500	10	Gearless	
4	Passenger	MCE	3000	500	10	Gearless	

Alexander Pirnie Federal Building (Utica Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	ARMOR	2250	200	4	Traction	
2	Passenger	ARMOR	2250	200	4	Traction	
3	Freight	Watson	4000	100	4	Traction	

James T. Foley Courthouse (Albany Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	MCE	2500	350		Traction	
2	Passenger	MCE	2500	350		Traction	
3	Passenger	MCE	2500	350		Traction	
4	Passenger	MCE	2500	350		Traction	
5	Passenger	MCE	1500	125			
6							
7	Freight	MCE	5000	50		Traction	
8	Passenger	DOVER	4500	100		Hydraulic	

Champlain Border Station (Champlain Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Freight	Otis	5000	100 FPM	2	Hydraulic	

Massena Main (Massena Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	Schindler	3500	100 FPM	2	Hydraulic	

Ogdensburg Custom House (Ogdensburg Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	Thyssenkrupp	2500	100 FPM	4	Hydraulic	

Alexandria Bay (Alexandria Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Commercial	Canton	3500	125 FPM	2	Hydraulic	
2	Commercial	Canton	2100	100 FPM	3	Hydraulic	
3	New Main	Canton			2	Hydraulic	
4	Outbound	Canton			2	Hydraulic	

Kenneth Keating Federal Building (Rochester Location)

Elevator #	Pass/Freight	Manu.	Cap.	Speed	Stop	Type	Control System
1	Passenger	OTIS	4000	400	7	Gearless	
2	Passenger	OTIS	4000	400	7	Gearless	
3	Passenger	OTIS	4000	400	7	Gearless	
4	Passenger	OTIS	4000	400	7	Gearless	
5	Passenger	OTIS	2500	150	3	Traction	
6	Passenger	OTIS	1200	150	3	Traction	

Attachment 2
Certificate of Elevator Inspection

CERTIFICATE OF ELEVATOR INSPECTION

GENERAL SERVICES ADMINISTRATION - PUBLIC BUILDINGS SERVICE

BUILDING	CITY	
ELEVATOR NO.	CAPACITY <i>(Persons)</i>	
TYPE OF DUTY	NO. OF PASSENGERS <i>(including Operator)</i>	
INSPECTED		
DATE	ELEVATOR MECHANIC	ELEVATOR ENGINEER

NOTICE: In case of elevator trouble or emergency, call _____

GSA FORM 55 (REV. 7-02)

ACKNOWLEDGMENT OF ELEVATOR INSPECTION CERTIFICATE

BUILDING	CITY
ELEVATOR NO.	CAPACITY <i>(Persons)</i>
TYPE OF DUTY	NO. OF PASSENGERS <i>(including Operator)</i>

CERTIFICATION

I CERTIFY THAT I RECEIVED THE ORIGINAL OF THIS CERTIFICATE OF INSPECTION (GSA FORM 55), THAT IT HAS BEEN COUNTERSIGNED BY THE ELEVATOR MECHANIC, AND IS POSTED IN THE CAR OF THE ELEVATOR TO WHICH IT PERTAINS.

DATE	SIGNATURE OF SUPERINTENDENT
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THE ORIGINAL OF THIS CERTIFICATE INSTRUCTS THE OPERATOR, IN CASES OF ELEVATOR TROUBLE OR EMERGENCY, TO CALL:

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GSA FORM 55-A (REV. 7-02)

Attachment 3
Mechanical Contract Inspection Report

BUILDING:		REPORT NO.		CONTRACT NO		DATE	
INSPECTORS NAME (Print)				INSPECTORS SIGNATURE			
TIME:	STARTED	COMPLETE D	CONTRACTORS RECEIPT		CONTRACTORS SIGNATURE		
REVIEWED BY:		DATE:			TIME:	DATE	

INSTRUCTIONS: This form will be used for the inspection of areas and equipment under mechanical contracts by inspector's record results. The conditions of the area(s) and equipment will be rated **SATISFACTORY**, **UN-SATISFACTORY**, or **OUT OF SERVICE**. Explain unsatisfactory or out of service rating in remarks column. After rated deficiencies have been corrected the inspector shall initial and date in the date corrected column.

LOCATION (MECHANICAL AREA, FLOOR, ROOM)	EQPT NO.	TYPE OF EQPT.	SAT	UNSAT	OUT OF SERVICE	REMARKS	INITIAL AND DATE CORRECTED

GENERAL SERVICES ADMINISTRATION

GSA FORM 3423(5-10)

Attachment 4 ASME Recommended Inspection Frequency

TABLE N1 RECOMMENDED INSPECTION AND TEST INTERVALS IN "MONTHS"

Reference Section	Equipment Type	Requirement	Interval	Periodic Tests					
				Category One		Category Three		Category Five	
				Requirement	Interval	Requirement	Interval	Requirement	Interval
8.11.2	Electric Elevators	8.11.2.1	6	8.11.2.2	12	N/A	N/A	8.11.2.3	60
8.11.3	Hydraulic Elevators	8.11.3.1	6	8.11.3.2	12	8.11.3.3	36	8.11.3.4	60
8.11.4	Escalators and Moving Walks	8.11.4.1	6	8.11.4.2	12	N/A	N/A	N/A	N/A
8.11.5.1	Sidewalk Elevators	8.11.2.1 8.11.3.1	6	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.2	Private Residence Elevators	8.11.2.1 8.11.3.1	12	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.3	Hand Elevators	8.11.2.1	6	8.11.2.2	12	N/A	N/A	8.11.2.3 8.11.3.4	60
8.11.5.4	Dumbwaiters	8.11.2.1 8.11.3.1	12	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.5	Material Lifts and Dumbwaiters with automatic transfer devices	8.11.2.1 8.11.3.1	12	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.6	Special Purpose Personnel Elevators	8.11.2.1 8.11.3.1	6	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.7	Inclined Elevators	8.11.2.1 8.11.3.1	6	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.8	Shipboard Elevators	8.11.2.1 8.11.3.1	6	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.9	Screw-Column Elevators	8.11.2.1 8.11.3.1	6	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.10	Rooftop Elevators	8.11.2.1 8.11.3.1	6	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.12	Limited-use/Limited Application Elevators	8.11.2.1 8.11.3.1	6	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60
8.11.5.13	Elevators used for Construction	8.11.2.1 8.11.3.1	3	8.11.2.2 8.11.3.2	12	8.11.3.3	36	8.11.2.3 8.11.3.4	60

GENERAL NOTE: The intervals specified in this Table are recommended for periodic tests and inspections. Factors such as the environment, frequency and type of usage, quality of maintenance, etc., related to the equipment should be taken into account by the authority having jurisdiction prior to establishing the inspection and test intervals

Attachment 5

Quality Assurance Surveillance Plan (QASP)

1. Purpose

The Contractor, and not the Government, are responsible for management and quality control actions necessary to meet the performance requirements and quality standards set forth by the contract. The Contractor's Quality Control Plan (QCP) shall set forth the Contractor's procedure for self-inspection of quality of work, timeliness of reports, responsiveness to conditions, customer satisfaction etc. in meeting the contract requirements.

The procedures and methods established in this Quality Assurance Surveillance Plan (QASP) will serve as a guide for all parties involved to ensuring that GSA receives the services paid for as specified in this Task Order.

Under this plan, GSA expects the Contractor to be in compliance with the most recent issue of the ASME A17.1 and ASME A17.2, the manufacturer's recommendations, and all other applicable laws, regulations, rules, ordinances, codes, etc.

This is a full service Third Party Witnessing Contract and is defined as all inspections, and testing necessary to maintain all elevators, escalators, dumbwaiters, lifts, and appurtenances in a fully operational and safe condition.

The Contractor must provide all tools, equipment, supplies, and personnel necessary for safely performing all tests required by the latest edition of the ASME A17.1 and 17.2 Safety Code for Elevators, Escalators, Dumbwaiters, and Lifts.

2. Roles and Responsibilities of Government Personnel

The Contracting Officer (CO): The CO ensures performance of all necessary actions for effective contract actions, ensures compliance with the terms of the Contract and safeguards the interest of the Government in the contractual relationship. It is the CO that assures the Contractor receives impartial, fair, equitable treatment under the Contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

The Contracting Officers Representative (COR) and/or Alternate (ACOR): The COR/ACOR will review all Contract documents (including PM program, quality control plans, supervisory resumes and security clearance applications) and will provide written inspection documents and general correspondence as required. In the absence of an ACOR, inspections may be performed by government personnel that report to the COR.

3. Acceptable Quality Levels (AQL)

Performance Requirement	Performance Standard	Incentive: Positive/Negative
Submit Reports within ten (10) business days of inspection completion. Two (2) hard copies of all reports shall be submitted to the BM at each location with an electronic copy to the CO, COR, BM, and Regional Vertical Transportation Program Manager	100% of Reports submitted within ten (10) business days and routing to Building manager, Contracting Officer, and Contracting Officer's Representative.	Positive: Positive report in CPARS/PPIRS Negative: May result in withholding of entire payment and will result in a 10% deduction from invoice for failure to provide reports in accordance with the performance standard. Negative report in CPARS/PPIRS
Inspection reports of all elevators inspected for a period of five (5) years from the last inspection/test performance date	Maintain 100% of all elevator testing, inspections, reports, and deficiency records.	Positive: Positive report in CPARS/PPIRS Negative: Negative report in CPARS/PPIRS
Inspection/Testing Scheduling of Elevator, Escalator, Lift, Dumbwaiter and Inspection	All testing and Inspections should not interfere with normal building operations.	Positive: Positive report in CPARS/PPIRS Negative: Negative report in CPARS/PPIRS
	Scheduling of work must follow the guidelines set in the contract and scheduling notification shall be made by the contractor in writing no less than 30 calendar days before an inspection is due.	
Monthly reports submissions will be provided within ten (10) business days at the beginning of the month for the services rendered in the previous month.	100% of Monthly Reports submitted within ten (10) business days at the beginning of each month, listing all the work performed for the previous month.	Positive: Positive report in CPARS/PPIRS Negative: May result in withholding of entire payment and will result in a 10% deduction from invoice for failure to provide reports in accordance with the performance standard.

		Negative report in CPARS/PPIRS
Invoice submissions shall follow the guidelines stated in the contract and submitted within ten (10) business days of report submission and acceptance	100% of invoices submitted within ten (10) business days of report submission and acceptance to the designated personnel.	Positive: Positive report in CPARS/PPIRS Negative: Negative report in CPARS/PPIRS
Inspectors Qualifications	Personnel provided by the contractor must follow the guidelines and qualification requirements set in the contract	Positive: Positive report in CPARS/PPIRS Negative: Negative report in CPARS/PPIRS
Inspectors and Key Personnel Changes and replacements	Should it become necessary to replace or add inspection personnel, the contractor shall submit to the CO, ten (10) business days in advance, the resume and copies of required licenses/certificates of the personnel addition/replacement for approval	

4. Methods of Surveillance

The Government will use a combination of methods for inspection inclusive of scheduled and unscheduled observations and customer feedback.

5. Partnering

In order to have an effective contract administration program that also ensures a successful business relationship between GSA and the Contractor, all parties involved in the service delivery process must work as a team and foster open and honest communication at all times. Close coordination and active cooperation on a continuous basis between the Contractor and those representing the Contracting Officer are necessary to ensure a clean, safe and healthy work environment, and a well operated and maintained building.

- A. GSA/Contractor Meetings: An initial step in avoiding disputes and claims is to settle minor problems and misunderstandings at the lowest possible level. Accordingly, the Contractor's Key Personnel shall meet with the COR or his/her representative as requested by the government. Thereafter, meetings shall be as often as necessary at the discretion of the government. A mutual effort shall be made to resolve all problems identified during these meetings.

- B. Specific topics to be addressed by the COR or his/her representative during the meeting to determine Contractor responsiveness and may include such areas as: effectiveness of Quality Control Plan; performance evaluation.
- C. The minutes of GSA/Contractor meetings should provide a sufficient performance data record to make sound business decisions when considering a Contract renewal or new Contract awards. The written minutes of all meetings (prepared by the COR) shall be signed by the Contractor's on-site supervisor and the COR. Should the Contractor not concur with the minutes, the Contractor shall identify any areas of non-concurrence in writing to the CO within one (1) week of receipt of the signed minutes. The COR shall keep a copy of all minutes and include them in the official contract file.

6. Performance Evaluation

During the life of the Contract, Contractor performance will be documented by means of the Contractor Performance Assessment Reporting System (CPARS), written inspections, minutes of meetings, GSA/customer surveys and records, which will be retained as part of the official Contract file. GSA will be reviewing all Reports, Plans, Schedules, and other Submittals provided by the Contractor which are part of the Reporting Requirements. These documents are:

- A. GSA Form 139 (Sign-in Log) is being used
- B. Quality Control Plan
- C. Inspection Schedules

7. Effectiveness of Quality Control

The COR shall assess the effectiveness of the Contractor's QCP through review of reports required of the Contractor, service delivery information, customer interaction, and by means of GSA inspections. The submitted QCP will be compared to the GSA QASP for continuity of services.

The Contractor will submit quarterly Progress Reports to the COR, which contains a self-evaluation report detailing the quality of service provided during the prior quarter. At a minimum, the results of the quality control inspections, an explanation of efforts taken to improve service will be included in this report.

8. Service Delivery

The quality and timeliness of the Contractor's performance adherence to ASME and applicable codes, and submission of reports will be used to assess the Contractor's overall performance. The sign-in log will be used to verify the working hours. If the Contractor's performance remains less than satisfactory or fails to adhere to the Contract specifications, the Government reserves the right to terminate for cause and charge the Contractor any re-procurement cost.

9. Quality Surveillance Plan

GSA representatives will make tours and inspections of the penthouses, cars, and various floor openings to ascertain the level of service being performed. There may be cases where it is advantageous to have the Contractor's supervisor participate in an inspection to limit misunderstandings and/or achieve on the spot correction of deficient services. The Contractor will be informed of less than satisfactory performance. The inspections will be carried out as described on the Inspection Form. The scoring system used will assess the operation/state of the elevators.

10. Inspections

Inspections can be performed in any of the following manners:

A. Customer Complaints: The Government will maintain a customer complaint log. This log will be used as a supplement to other inspections, and as a tool for the Contract Inspector to indicate where further inspections may be required.

B. Periodic Inspections: Periodic Inspections will be completed in accordance with all ASME codes. These inspections will be performed in accordance with GSA frequencies on all elevators, escalators, and Lifts. Six Months after a CAT 1 Test a Periodic Inspection will be performed.

C. 100% Inspections: These inspections will be performed as directed by GSA.

D. Periodic - Six Months after CAT -1
CAT 1 - 12 Months
CAT 3 - 36 Months
CAT 5 - 60 Months

Inspection Documentation: The inspection forms listed below will be used to document inspections. They can be obtained from: ASME Order Department, 22 Law Drive, Box 2300, Fairfield, New Jersey 07007-2300. The building manager shall receive a copy of the inspection and acknowledge receipt of same. The form will be signed by the Elevator Inspector.

Checklist A134C1 – Checklist for Inspection of Electric Elevators
Checklist A050C7 - Checklist for Inspection of Hydraulic Elevators
Checklist A141C1 - Checklist for Inspection of Escalators

INSPECTION AND TEST CHECKLIST FORM - ASME A17 checklist forms must be used by the contractor to document the safety code inspection and re-inspection of elevators, escalator moving walks and accessibility and material lifts. (A050C7, A134C1 or A141C1)

11. Documentation/Submittals

GSA will be reviewing all documents, reports and submittals required, under this Contract, to assure both the Contractor and the Government are meeting all requirements specified in the Contract:

- A. Additional/Miscellaneous Service
- B. Résumé's
- C. Inspection reports
- D. Test schedules
- E. Accident reporting
- F. Proper submission of invoices

Unsatisfactory Contract performance will be reported by the COR to the Contractor in writing for immediate corrective action. If unsatisfactory performance continues beyond the acceptable quality levels, the COR will forward his or her report to the CO for action as deem appropriate.

The COR will, in addition to providing documentation to the CO, maintain a complete Quality Assurance File. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function.



Amendment No. 1

**United States General Services Administration
3rd Party Elevator Inspection Witnessing Services**

Solicitation No.: 47PC0421Q0001

The information below represents all changes incorporated in Amendment No. 1:

Below is a list of responses to Requests For Information submitted for Solicitation No.: 47PC0421Q0001:

Question 1: Should pricing be separate for New York City and Upstate New York?

Answer 1: The attached revised bid sheet will enable all offerors to separate proposal costs associated with the NYC Metropolitan area and Upstate, NY. Please reference Question 22 for additional information regarding which buildings are associated with the NYC Metropolitan area and Upstate NY.

Question 2: Pg. 49 Is a Credit Card for payments a requirement for this contract?

Answer 2: All services under \$2,500 can be paid through the Purchase Card/GSA Credit Card held by an authorized card holder in the Building Management's Office. Services above \$2,500 will be purchased through a task order.

Question 3: Pg. 56 (12) If employees change and do not have GSA ID passes can they be escorted or given a temporary pass?

Answer 3: All employees working under this contract are required to complete the HSPD 12 security procedures. Employees are required to have pre-favorable security clearance prior to starting work in all buildings listed in the solicitation. Upon receipt of the pre-favorable letter the contractor employees will be allowed access to the buildings.



Question 4: Pg.59. (1.4) Will Witnessing Acceptance Tests be part of this Contract?

Answer 4: These services will be handled with miscellaneous services as needed.

Question 5: Pg.60 (3) Fire Service Testing causes disruption to the building and is normally done on Overtime or by Fire Operations in the Building. Please clarify if this is required.

Answer 5: Fire Service Testing is not required. These services will be handled by the building Fire Safety Director, Elevator Maintenance Company and building O&M contractor.

Question 6: Pg.61 (6.1) Will the Elevator Maintenance contract for each location be provided?

Answer 6: Elevator maintenance contracts will not be provided to the awardee of this contract. The third party elevator inspection witnessing contractor is not required to monitor elevator contracts. The role of the 3rd Party Elevator Inspection Witnessing contractor is to inspect maintenance practices.

Question 7: Pg. 62 (6.1.2) “ Semi Annual Inspections as required in Attachment 2 under Table N.” Will GSA follow this as stated?

Answer 7: GSA is the Authority of Jurisdiction on this contract. GSA requires one periodic inspection six months after CAT 1 tests. One periodic inspection per year is required. Only one periodic inspection is required per year as long as a reasonable degree of safety is provided.

Question 8: Pg.62. (6.1.5) Are electronic copies acceptable as opposed to hard copies?

Answer 8: Due to Covid-19 restrictions, no GSA employees will be available to accept hard copy proposals. All technical and price proposals must be electronically emailed to the contracting officer. Please submit your proposals to: Laureene.Jackson@GSA.GOV.

Question 9: Pg.63. (6.4.1) Will Fire and Emergency Systems be witnessed knowing the disruption?

Answer 9: The building maintenance and Fire Safety Director will handle these tests.



Question 10: Pg. 64 (6.4.2) “Periodic Inspections will be conducted every six months “Does this mean twice a year as recommended in Appendix N Table N1?

Answer 10: GSA is the Authority of Jurisdiction and requires a periodic inspection six months after CAT 1 tests. Only one periodic inspection is required per year as long as a reasonable degree of safety is provided.

Question 11: Pg.64 (6.4.3) No cost meetings? Can there be a limit to one (1) hour and then hourly rates apply?

Answer 11: GSA does not anticipate requiring the awarded contractor to attend recurring meetings. If the GSA CO, COR, or property management requires the inspection contractor to attend a meeting in response to their elevator review, the contractor will do so at no cost to the Government. When meetings are required, it is GSA’s intention to hold them via teleconference. However, on rare occasions in person meetings may be required. GSA and the inspection contractor will work together to ensure that unnecessary meetings are not called.

Question 12: Pg., 69 Will the contract be based on an Annual Calendar or Fiscal Calendar?

Answer 12: This procurement is for a five year contract consisting of one base year and four option years. The five year period of performance of this contract is: August 1, 2021 to July 30, 2026. The start and end dates of the base and option years are scheduled as follows:

Base year: August 1, 2021 to July 30, 2022

Option Year 1: August 1, 2022 to July 30, 2023

Option Year 2: August 1, 2023 to July 30, 2024

Option Year 3: August 1, 2024 to July 30, 2025

Option Year 4: August 1, 2025 to July 30, 2026

Question 13: Pg.74. Are you requiring copies of other contracts? This may require permission from that entity.

Answer 13: Copies of other contracts are not required but information about three (3) comparable projects, as described in Factor 1, are required.



Question 14: Will current Code forms be utilized e.g., Table N 1 and A17 Checklist?

Answer 14: The awardee is to use the most recent version of required checklists and tables. The awardee of this contract is required to use the ASME Inspection Checklists. The contractor may email their checklist to the building manager.

A134C1 - Electric Elevators

A050C7 - Hydraulic Elevators

A141C1 - Escalators

Question 15: Pricing. Unit prices will vary from Downstate to Upstate with travel time, mileage hotels etc. How should that be itemized or just included as a lump sum?

Answer 15: The attached revised bid sheet will enable all offerors to separate proposal costs associated with the NYC Metropolitan area and Upstate, NY.

Question 16: Is there a SF1449 form to be included with our proposal ?

Answer 16: The solicitation has been amended to remove the SF 1449. Offerors are expected to use the bid sheet associated with this solicitation to provide pricing.

Question 17: In section 6.4.3 discusses "rush hour" and ability to perform work. What are the hours during the day to be considered "rush hours" ?

Answer 17: Rush hours refers to when elevator use is busiest due to employees arriving to and departing from work and lunch: 07:00 - 09:00, 11:30 - 13:30, 15:30 - 17:30 Monday through Friday. The awardee must coordinate with on site property management at each facility to ensure that these times are accounted for with respect to planning down times for elevators and lifts. Work can still be performed during these times, but it needs to be planned ahead of time to ensure minimal disruption to agency operations.



Question 18: In the contract line item listing, there are only four (4) units per year listed for the Category 5 inspections. How will the the Category 5 inspections be handled for pricing as they come due for the various facilities? According to Attachment 1, List of Buildings, there are 224 traction units which may, during the term of the contract, come due for the Cat 5 inspection.

Answer 18: The offeror is to propose a unit price for Category 5 inspections and to be used when necessary. A revised bid sheet has been provided which updates the estimated number of Category 5 inspections.

Question 19: There seems to be a discrepancy between the inventory list and the contract line item sheet as to the number of ADA lifts. The inventory list has 2 units, the contrast line item list has 4. Please clarify.

Answer 19: There are four (4) Handicap lifts. The inventory list has been updated in the revised solicitation.

Question 20: Can you provide a comprehensive list of the year for each facility the last Category 5 inspection was performed?

Answer 20: Please see the below table of each facility's last Category 5 inspection. The contractor is required to verify all information upon award.

New York City Metropolitan Location	
Building Name	Date of Last Category 5 Inspection
201 Varick Street Federal Building	April 2019
Alexander Hamilton Custom House	February 2018



Alfonse D'Amato US Courthouse	February 2018
Conrad B. Duberstein Courthouse	September 2018
Daniel P. Moynihan Courthouse	April 2017
Emanuel Celler Courthouse	August 2019
Jacob Javits Federal Building	June 2018
Silvio Mollo Federal Building	August 2016
Ted Weiss Federal Building	April 2017
Theodore Roosevelt Courthouse	July 2018
Thurgood Marshall Courthouse	July 2017
U.S. Mission to the United Nations	April 2019
Charles L. Bricant Courthouse	December 2020
Upstate New York Locations	
Building Name	Date of Last Category 5 Inspection
James M Hanley Federal Building	July 2019
Binghamton Federal Building and U.S. Courthouse	July 2019



Leo O' Brien Federal Building	August 2019
Alexander Pirnie Federal Building	July 2019
James Foley Federal Courthouse	August 2019
Champlain Border Station	August 2020
Massena Main Border Station	August 2020
Ogdensburg Customs House	January 2021
Alexandria Bay Border Station	January 2021
Kenneth Keating Federal Building	July 2019
Robert H Jackson US Courthouse	July 2019

Question 21: Can you provide the last known months for each facility when the Cat 1 and Periodic inspection were performed ?

Answer 21: GSA requires CAT 1 testing yearly and periodic inspection six months after the CAT 1 tests. Therefore, all CAT 1 and period inspections will have taken place within one year of the contract start date.

Question 22: Can you verify the physical addresses for each facility?

Answer 22: The addresses for each building cited in the solicitation is shown below.



New York City Metropolitan Location	
Building Name	Address
201 Varick Street Federal Building	201 Varick St, NEW YORK, NY 10014-4811
Alexander Hamilton Custom House	1 Bowling Green, New York, NY 10004
Alfonse D'Amato US Courthouse	100 FEDERAL PLZ, CENTRAL ISLIP, NY 11722-443
Conrad B. Duberstein Courthouse	271 Cadman Plaza East, Brooklyn, NY 11201-1800
Daniel P. Moynihan Courthouse	500 PEARL ST NEW YORK, NY 10007-1316
Emanuel Celler Courthouse	225 Cadman Plaza East, Brooklyn, NY 11201-1818
Jacob Javits Federal Building	26 Federal Plaza Room: 2-100 NEW YORK, NY 10278-1111
Silvio Mollo Federal Building	1 ST ANDREWS PLAZA, NEW YORK, NY 10007-1701
Ted Weiss Federal Building	290 Broadway NEW YORK, NY 10007-1823
Theodore Roosevelt Courthouse	225 Cadman Plaza East, Brooklyn, New York 11201
Thurgood Marshall Courthouse	40 Foley Square, New York, NY 10007



U.S. Mission to the United Nations	799 United Nations Plz, NEW YORK, NY 10017-3505
Charles L.Brieant Courthouse	300 QUARROPAS ST,WHITE PLAINS, NY 10601-4140
Upstate New York Locations	
Building Name	Address
James M Hanley Federal Building	100 S CLINTON ST, SYRACUSE, NY 13261-6100
Binghamton Federal Building and U.S. Courthouse	15 Henry Street Binghamton, New York 13901
Leo O' Brien Federal Building	11A Clinton Square, Albany NY 12207-2355
Alexander Pirnie Federal Building	10 Broad Street Utica, New York 13501
James Foley Federal Courthouse	445 Broadway Albany, New York, 12207
Champlain Border Station	198 West Service Road Champlain, New York 12919
Massena Main Border Station	Route 37 Massena, New York 13662
Ogdensburg Customs House	127 North Water Street Ogdensburg, New York 13669
Alexandria Bay Border Station	46735 US1-81 Alexandria Bay, New York 13607



Kenneth Keating Federal Building	100 State St Rochester, NY 14614
Robert H Jackson US Courthouse	2 Niagara Sq, Buffalo, NY 14202

Question 23: What is the procedure if we cannot gain access to elevators when scheduled?

Answer 23: If inspections are scheduled they will be performed. All cancellations will be confirmed in advance. If the test/inspection is scheduled for a particular day access will be granted. The contractor will be provided with the local GSA property manager's contact info upon scheduling the inspections, who can coordinate directly with you.

Question 24: How far in advance are we allowed to schedule inspection?

Answer 24: A schedule should be given yearly, indicating dates of inspections and tests.

Question 25: If the elevator mechanic does not show for a scheduled event what is the procedure?

Answer 25: GSA has not encountered this problem in the past. If the test or inspection is cancelled it will be done in advance. The local GSA property manager's contact info will also be provided so that direct on the ground coordination can be handled on a case by case basis.

Question 26: Is a jv allowed with a company that is not a defined small business if they own a minority role in the jv.

Answer 26: At minimum for a joint venture to be considered under a small business set aside, the managing member of the joint venture must be a small business. The managing member must own at least 51% of the joint venture. The manager responsible for the joint venture must be an employee of the managing member of the joint venture. The joint venture must comply with all required limitations on subcontracting applicable to a small business. SBA has other regulations regarding joint ventures and set aside programs.

The joint venture required to be registered in SAM at the time an offer or quotation is submitted in order to comply with the annual representations and certifications requirements.



Question 27: If the elevator mechanic does not show for a scheduled event what is the procedure?

Answer 27: GSA has not encountered this problem in the past. If the test or inspection is cancelled it will be done in advance. The local GSA property manager's contact info will also be provided so that direct on the ground coordination can be handled on a case by case basis.

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2008-0088

Daniel W. Simms Division of | Revision No.: 30
Director Wage Determinations| Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Alabama, Arkansas, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Jersey, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas

Area: Alabama County of Mobile

Arkansas Statewide

Florida Counties of Bay, Dade, Duval, Escambia, Hillsborough, Monroe, Palm Beach, Santa Rosa

Georgia Counties of Camden, Chatham, Dougherty, Fulton

Hawaii County of Honolulu

Louisiana Parishes of Acadia, Allen, Ascension, Bienville, Bossier, Caddo,

East Baton Rouge

Mississippi Counties of Harrison, Lauderdale

North Carolina Statewide

New Jersey Counties of Bergen, Essex, Hudson, Middlesex, Morris, Passaic,
Somerset, Sussex

New Mexico Statewide

New York Counties of Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

Oklahoma Counties of Adair, Alfalfa, Atoka, Beaver, Beckham, Bryan

South Carolina Statewide

Texas Counties of Anderson, Andrews, Aransas, Archer, Atascosa, Bandera, Bexar,
El Paso, Hudspeth, Kleberg, Leon, McLennan, Nueces, San Patricio, Tarrant

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Elevator Inspectors		
Adair, Atoka, Bryan, OK	46.22	
Alfalfa, Beaver, Beckman, OK	46.09	
Allen, Beauregard, LA	48.40	
Anderson, Andrews, Archer, McLennan, Tarrant, TX		46.85
Angelina, Auston, Brazoria, TX	48.40	
Aransas, Atascosa, Banders, TX	46.09	
Arkansas, Statewide except Critten	47.22	
Bastrop, Blanco, Burnet, TX	46.53	
Bay, Escambia, Santa Rosa, FL	47.18	
Bexar, Kleberg, Nueces, San Patricio, TX		46.09
Bienville, Bossier, Caddo, LA	47.22	
Boward, Dade, Monroe, Palm Beach, FL		50.50
Camden, Dougherty, GA	46.09	
Chatham, Coweta, Clarke, DeKalb,		46.99

Floyd, Fulton, Hall, GA		
Crittenden, AR	47.56	
Duval, Leon, FL	46.09	
Easton Baton Rough, Orleans, LA		45.20
El Paso, Hudspeth, TX	48.18	
Harrison, Lauderdale, MS	46.09	
Hillsborough, Lee, FL	46.77	
Honolulu, Hawaii	67.25	
Marion, Orange, St. Lucie, FL	48.53	
Moblie, AL	47.18	
NC- All Counties of NC Except:	46.09	
NC-Camden,Chowan,Currituck,Dare,Gates, Hertford Northampton,Pasquotank,Perquimans		46.97
New Mexico, Statewide	48.18	
New York Counties of: Bronx,Kings,New York, Queens, Suffolk.		73.65
SC- All Counties of SC Except:	46.09	
SC- Aiken, Allendale, Bamberg, Barnwell, Beaufort, Edgefield, Hampton, Jasper		46.99

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour, up to 40 hours per week, or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week, or \$168.80 per week, or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

HEALTH & WELFARE (Hawaii): \$1.94 per hour, up to 40 hours per week, or \$77.60 per week, or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those

employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.54 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, up to 40 hours per week, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.22 per hour, up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage

rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Elevator Inspectors

a. The incumbent serves as a VTE Inspector and the Navy Certifying Officer for all VTE for NAVFAC Southeast. As such, the incumbent is responsible for ensuring all items of VTE are in safe operating condition and certified in accordance with Navy criteria and U.S. National Code requirements. The incumbent identifies deficiencies in physical condition of VTE via planned inspections, special inspections, customer generated work requests, Public Works generated work requests, etc. Incumbent determines the physical condition of VTE equipment and systems, and determines if the condition interferes with the activity's function and intended use. Investigates whether deficient VTE can be repaired or adapted to satisfy current requirements, or makes recommendations for an alternate use.

b. Serves as the Navy Accepting Official for all VTE installations. The incumbent is required to interface directly with the design engineer, contracting officer, and construction contractor, and make independent decisions on whether to approve or disapprove VTE installations at various stages of the design and construction process. Incumbent defines applicable criteria for new facility designs and for VTE systems that are customized to meet unique operating requirements or design problems.

In addition to design reviews, the incumbent performs submittal review and approval for all VTE installations to ensure compliance with all applicable safety codes, standards, and criteria.

c. Schedules and coordinates the periodic VTE inspection, testing, and certification that is required by national safety codes and standards. Incumbent exercises oversight of inspection and certification performed by government and contract inspectors within the NAVFAC Southeast AOR. Additional responsibilities may include directing, witnessing, and performing a wide variety of dynamic and static tests and inspections to ensure the safe operation of the equipment and to determine compliance with safety codes and standards. The incumbent identifies VTE safety code deficiencies, provides appropriate verbal or written reports to the base Commanding Officer and Public Works Officer, and recommends corrective action.

d. Issues certifications that all tests have been performed and passed in accordance with ASNI A17.1, NAVFAC MO 118, NEC, and NFPA codes, standards, policies and regulations. Reviews contractor certifications prior to any maintenance, testing, or renovation of VTE relating to fire protection. Reviews specification after design, including drawings, wiring diagrams, floor plans for fire protection, alarms, signals, sprinkler and other equipment and devices related to fire protection to ensure compliance and performance of VTE in accordance with the applicable codes and regulations of the ANSI A17.1, NFPA, and the NEC. Witnesses or performs acceptance tests of all installed, modified or otherwise adjusted hardware, wiring, software, or other initiating control devices associated with VTE and certifies that fire protection systems operate as designed.

e. Establishes and maintains all records, reports, certifications, testing data, and inventory as required by NAVFAC MO-118 for all VTE equipment at all locations serviced by NAVFAC Southeast. Reviews technical and industrial requirements for the repair of VTE, refurbishment, and modification, ranging from general to complex or sophisticated techniques. Recommends programming year in

which the work should be accomplished based on technical requirements.

f. Supports contract development by preparing detailed work scopes and cost estimates for work involving the maintenance, inspection and certification of VTE systems. Work scopes and estimates shall be in the format suitable for the intended method of contract execution. Work scopes shall include the drawings, sketches, and/or specifications when necessary to accurately describe the intended work. Serves as the Navy Contracting Officer's Technical Representative (COTR) for contracts involving inspection and certification of VTE systems. Assists acquisition personnel with negotiations as necessary to facilitate award of contracts and/or task orders.

g. Manages and administers VTE inspections for maintenance activities for existing vertical transportation equipment (VTE) systems and subsystems. Ascertains reliability from maintenance operations performed by contractors on VTE systems, approves the use of standard and interchangeable parts, verifies the speed and safety of operation, life cycles, and compatibilities with associated equipment. Provides technical input to procurement packages for standards compliance. Other responsibilities are to perform maintenance planning functions for Navy real property through a program of cyclical inspections, develop prioritized maintenance plans, develop detailed cost estimates, and provide technical follow-up support.

h. Discusses inspection requirements with prospective customers and independently develops cost estimates for customer reimbursement of requested inspection services. Follows-up with customer to ensure receipt of requested reimbursable funding. Independently plans and schedules the work to meet customer requirements. Independently coordinates inspection schedules for multiple customers to ensure that work for individual customers will fit into overall inspection program schedules. Independently plans and phases the work to meet customer requirements. Independently communicates with Public Works Departments (PWDs) and other activities on all aspects of the inspection work.

i. Acts as liaison between clients and the contractor. Provides technical assistance in defining client contract requirements, resolving problems in contractor performance, identifying technical problems, analyzing problem

installations, determining material deficiencies or substitutions, and setting quality assurance standards. Reviews and evaluates requests for contract modifications and change orders. Determines feasibility of requests and whether they are in the government's best interest, recommends rejection or approval of requests. Develops documentation to support recommendations. Prepares cost analysis schedules for change orders using EPS or other appropriate cost estimating methods.

j. The incumbent is often called upon by the Navy activities to provide expert advice and guidance on VTE problems and issues related to design, construction, and certification. Overall review of all phases of contract plans and specifications prepared by contractors for major alterations and repairs. Plans, specifications, and computations are reviewed for quantities, cost, accuracy, completeness, conformity with contract requirements, possible alternative methods, materials or equipment, and compliance with ordinances, codes, standards, and regulations. This entails not only determining the recommendations for improvement in planning, design, and construction supported as necessary by plans and sketches but also developing and preparing reports and correspondence pertaining to such reviews.

k. Develops and prepares cost estimates of major repairs and maintenance which can be used as a basis for obtaining or allotting funds. Cost estimate types may be budget, preliminary, or final based on available cost data, historical records, or personal experience.

l. Provides advice to lower grade technicians on electrical/mechanical design and construction issues/problems. Provides detailed design recommendations for major repairs or alterations which require a complete analysis of all types of construction, selection of proper sizes and dimensions, correct placement and proper selection of materials.

m. Evaluates existing work methods and processes and recommends improvements in these areas when appropriate.

n. Provides specialized training for emergency response personnel on elevator entrapment/evacuation procedures as well as the operation of Firefighter's Service

features for the various models and types of vertical transportation equipment.

Facilities/Property Management Solutions

a SOLUTION not just a service

No. 47PC0421Q0001 -Manhattan Service Ctr
- 3rd Party Witnessing Svcs - TECHNICAL -
CLARIFICATION DOC

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CLARIFICATION #2 RESPONSE: (b) (4)

RD3 Facilities Solutions (RD3, Inc.), a **SMALL** business enterprise (SBE/MWBE), appreciates the opportunity to respond to work with your team on No. 47PC0421Q0001 - Manhattan Service Center - 3rd Party Witnessing Services.

Size: *Small* business

GSA Contract # GS-21F-0134X

GSA Schedule: MAS 561210FAC / MAS541690E / MAS541690 (Federal government preferred vendor contractual agreements)

TIN: (b) (4)

DUNS: (b) (4)

Preference: *SMALL* business enterprise (SBE)

Charge / Credit Card: RD3 accepts all major charge / credit cards

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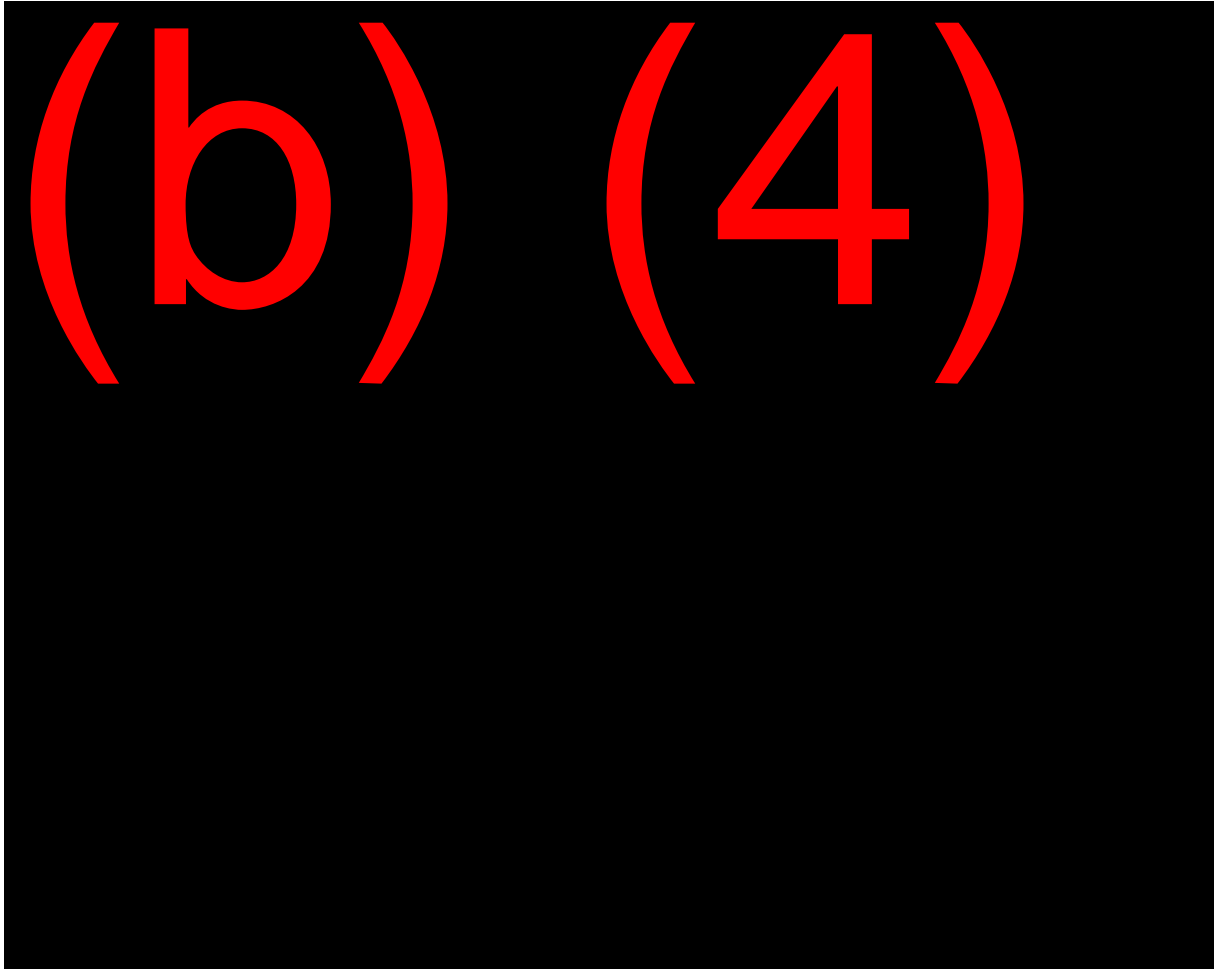
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General Contact Information:

RD³ Facilities Solutions
1720 S Valentia Way, Suite 650
Denver, CO 80222
www.rd3inc.com

Contact: (b) (6)
e-mail: (b) (6) [@RD3inc.com](mailto:(b) (6)@RD3inc.com)
Office: (b) (6)

Sincerely,

(b) (6), PE, PMP, LEED AP, CEM,
President / Owner - RD3, Inc.

(b) (6)

Factor 1. Experience on Similar Projects:

Below is a sample of Elevator Inspection projects we have completed. (b) (4)

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The most recent example the following buildings in 2015 where we conducted third party elevator inspections:

- Broadway Immigration Court - Department of Justice 290 Broadway New York
- Thurgood Marshall United States Courthouse 40 Centre Street New York
- Daniel Patrick Moynihan United States Courthouse - 500 Pearl Street New York, NY 1007
- Mollo Federal Building 1 St Andrews Plaza, New York
- Alexander Hamilton U.S. Custom House 1 Bowling Green, New York
- Charles Brieant Jr. Federal Building and Courthouse 300 Quarropas St, White Plains

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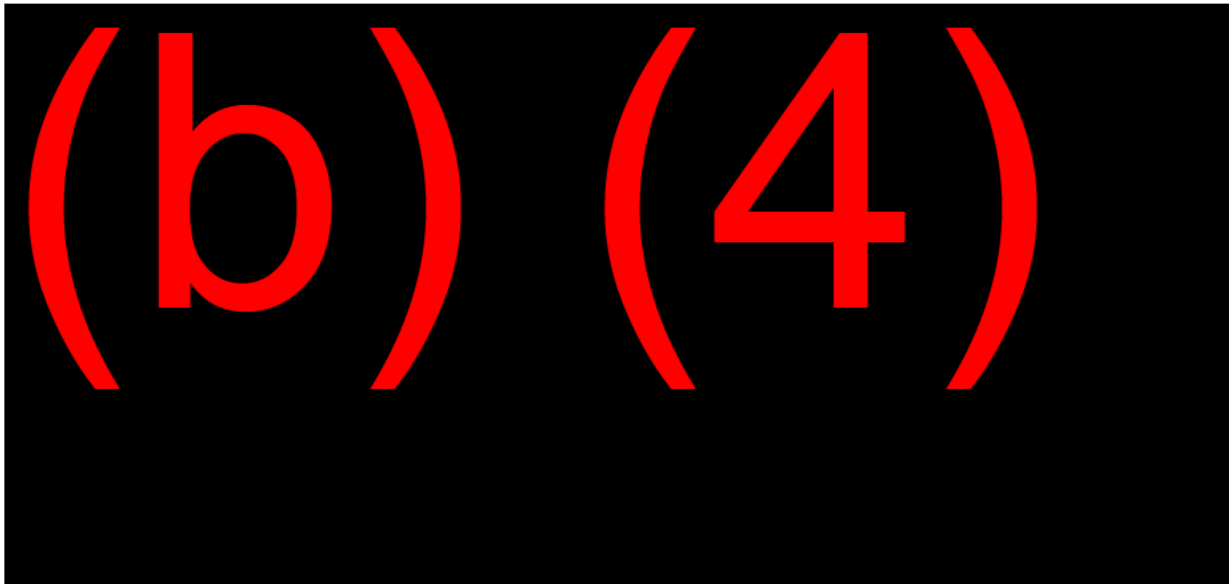
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GSA Washington D.C. Federal Buildings (~80 buildings and ~600 devices)– Elevator
Inspections – Washington, D.C. – PRIME CONTRACTOR

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GSA New Jersey Federal Buildings (2 consecutive 5-year awards from 2015-2019 and 2020-2024)

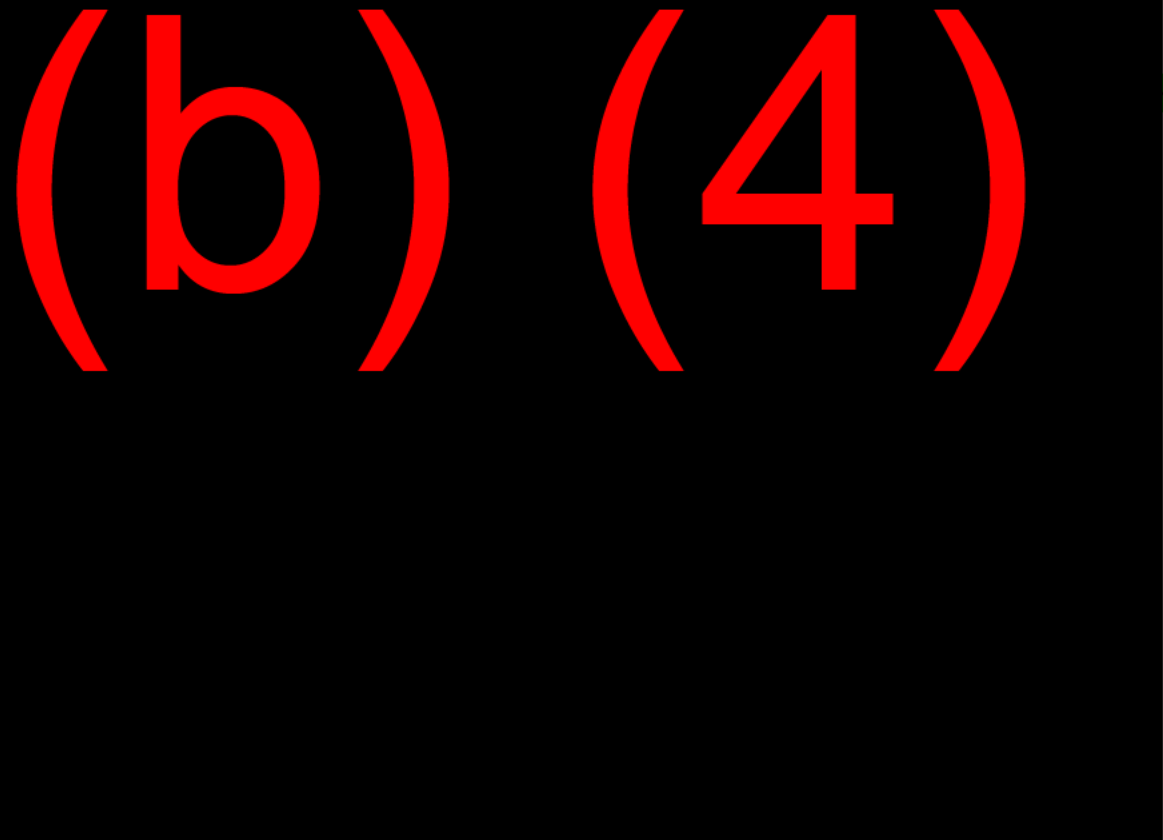
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GSA Region 9 BPA Contract – Elevator Inspections - California, Nevada, Arizona, & Hawaii

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Below is a sample chart of units per building and floors per building.

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Building Name	TRACTION	HYDRAULIC	ESCALATORS	CHAIRLIFTS	DUMBWAITERS	Maximum Stops
Reagan Bldg FOB	70	8	8	2	15	15
Census Bureau Office Complex	32	13				9
USCG Building 50 (Main)	21	12				10
New Carrollton Fed (IRS)	25	7	3			11
William Jefferson Clinton Fed Bldg	23					8
Postal Square	18	2	2			7
Orville Wright (10A) - FAA	17	2	6	1		12
GSA Central Office	16			1		9
AV Bryan SR Courthouse	13	2	4			16
Elijah Barrett Prettyman Bldg	13	1		1		7
Lafayette	14					15
GSA-ROB	13					8
Veterans Admin	13					14
Los Angeles Court House	13		8			19
Wilbur Cohen Bldg	12		6			7
EPA East	11					8
EPA West	11					8
FRC Bldg 22 Office	11					7
FRC Bldg 32 Office	11					6
Mary E Switzer Bldg	11					8
ATF National HQ	6	4				9
LBJ Building	9	1				9
US Secret Service Dot.	9	1				15
William B Bryant Annex	7	3		9		11
Atlanta Fed Cntr	9	1				23
USCH-TAMPA	10					18
FRC Bldg 71 & 75 Office	9					8
FRC Bldg 21 Office	8					7
Howard T. Markey Nat'l Courts	6	2		2		11
USCG Building 54 Garage	8					8
601 4th St NW FBI WFO	7					13
Southern MD Courthouse	6	1	6			6
FDA College Park Campus - Wiley	6					7
FRC Bldg 51 Office	6					7
FRC Bldg 52 & 72 Labs	6					7
FRC Bldg 66 Office	6					6
FRC Bldg 75 Office	6					8
USDA	6					7
Wilbur Wright (10B) - FAA	6					9
NOAA Satellite Op. Fac.	3	2				6
Tax Court	4	1				6


Factor 2. Past Performance on Similar Projects

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CLARIFICATION - Past Performance Evaluation Questionnaire:

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Factor 3. Technical Scheduling Approach and Quality Control Plan:

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QUALITY CONTROL PLAN

TECHNOLOGY SOLUTIONS

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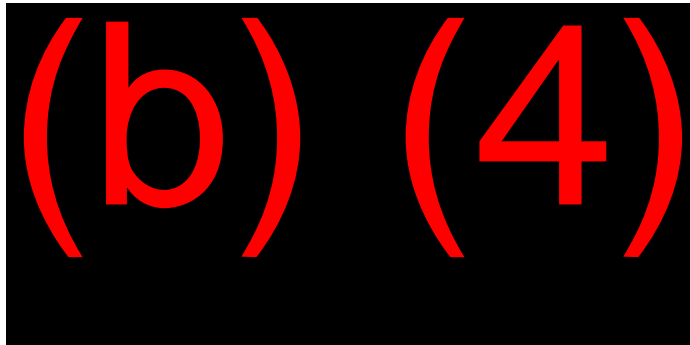
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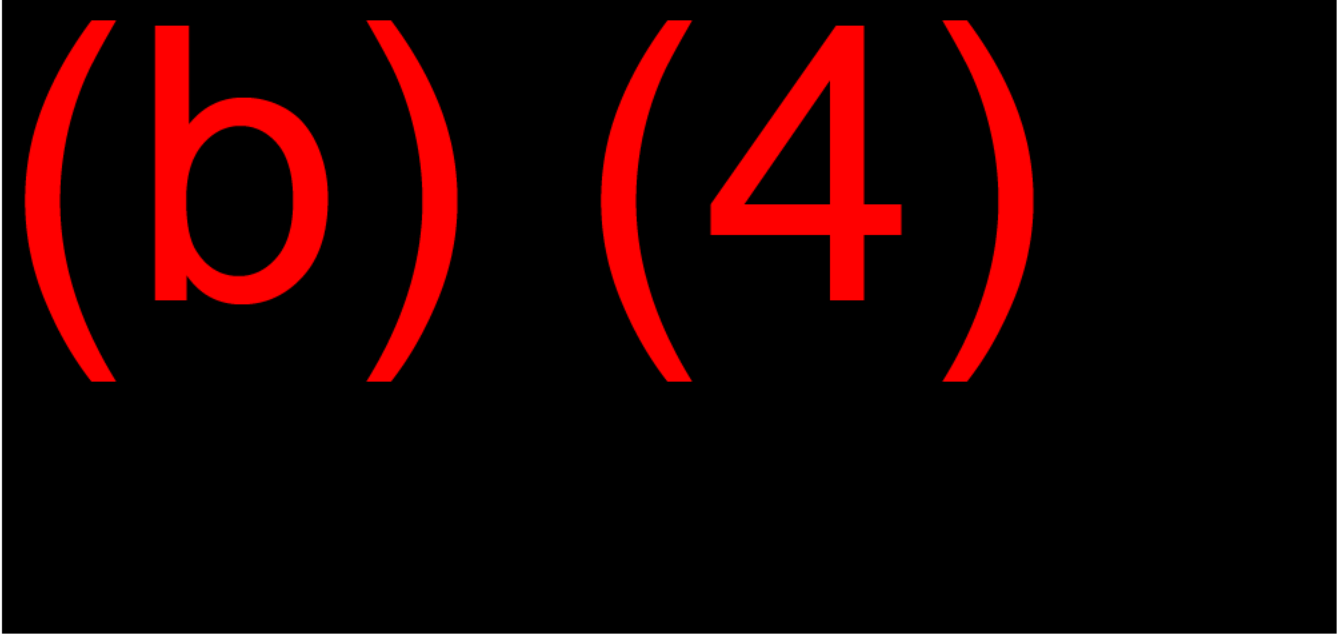
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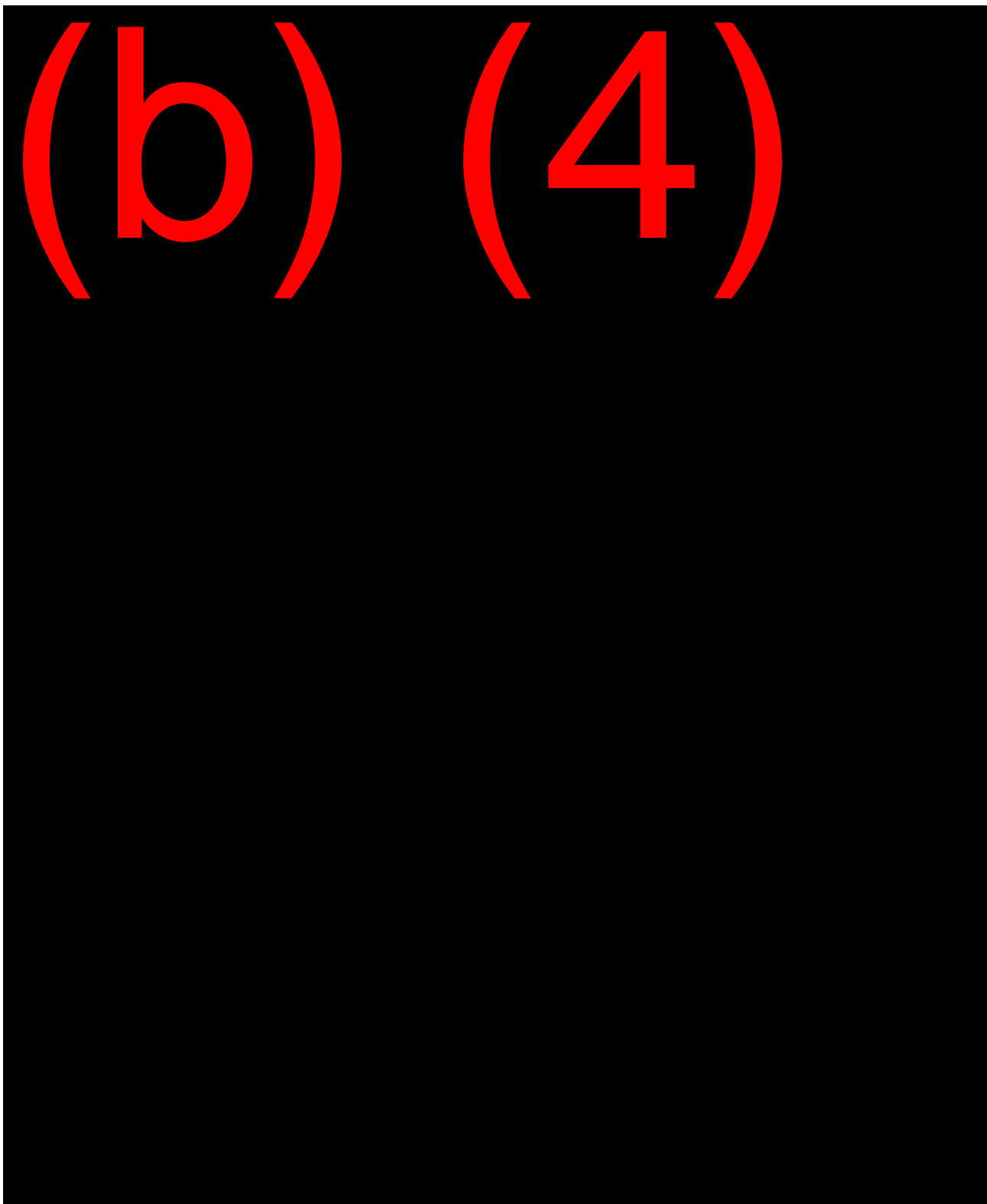
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Factor 3 - Technical Approach and Quality Control Plan

Clarification #2 Responses:

1. This project requires travel to upstate and downstate locations. Explain how RD3 will address missed scheduled inspection witnessing services caused by travel issues.

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2. Confirm RD3's understanding that GSA is the Authority Having Jurisdiction (AHJ) on this project. GSA does not fall under NYC DOB rules and regulations. As the AHJ, GSA may decide to comply with NYC DOB regulations.

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3. Please ensure that your technical proposal addresses all these key elements:
- a) The overall approach that the 3rd Party Elevator Witnessing Services will use to manage the project, identify the lines of authority and interaction between offeror, GSA.

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- b) How the contractor intends to meet the requirements of the specifications by describing the 3rd Party Elevator Witnessing Services it will provide; the contractor shall describe how they will allocate staff to inspect and witnessing testing within the designated area described in this solicitation (All Federal locations within New York state).

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- c) How the contractor intends to ensure the quality of the 3rd Party Elevator Witnessing Services, inspections, testing and acceptance, and maintain project schedules.

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- d) How the contractor proposes to address unforeseen conditions and schedule changes while minimizing the impact on the ongoing business activities of the building while performing the work.

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- e) What are the contractor's internal protocols to handle compliance with pandemic regulations?

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- f) The general schedule and milestones that the contractor proposes to accomplish the requirements in the specifications and what actions will be taken to maintain adherence to project schedules and milestones.

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- g) Quality control plan shall fully describe the company's quality control program and how it serves to ensure effectiveness, efficiency, and soundness in the overall performance of services under this contract. The requirements of the contract are, but not limited to, customer service plan, reporting standards, certification of provided staff, capability to perform at multiple locations or geographically dispersed areas, correspondence to problematic issues with the contract. Refer to the solicitation for all the contract requirements.

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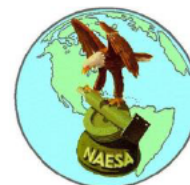
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Factor 4. Professional Qualifications and Staffing of Key Personnel:

(b) (4)



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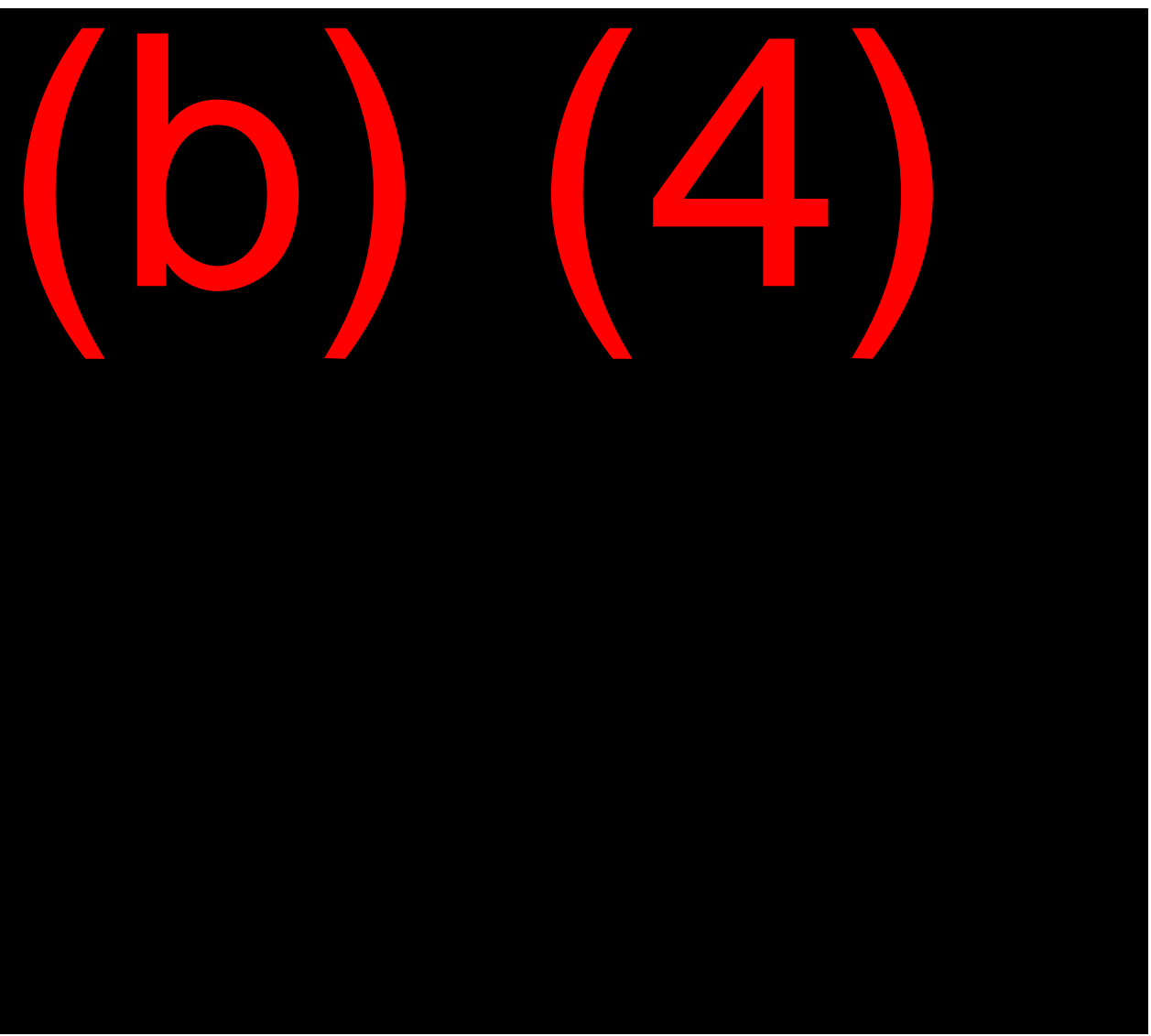
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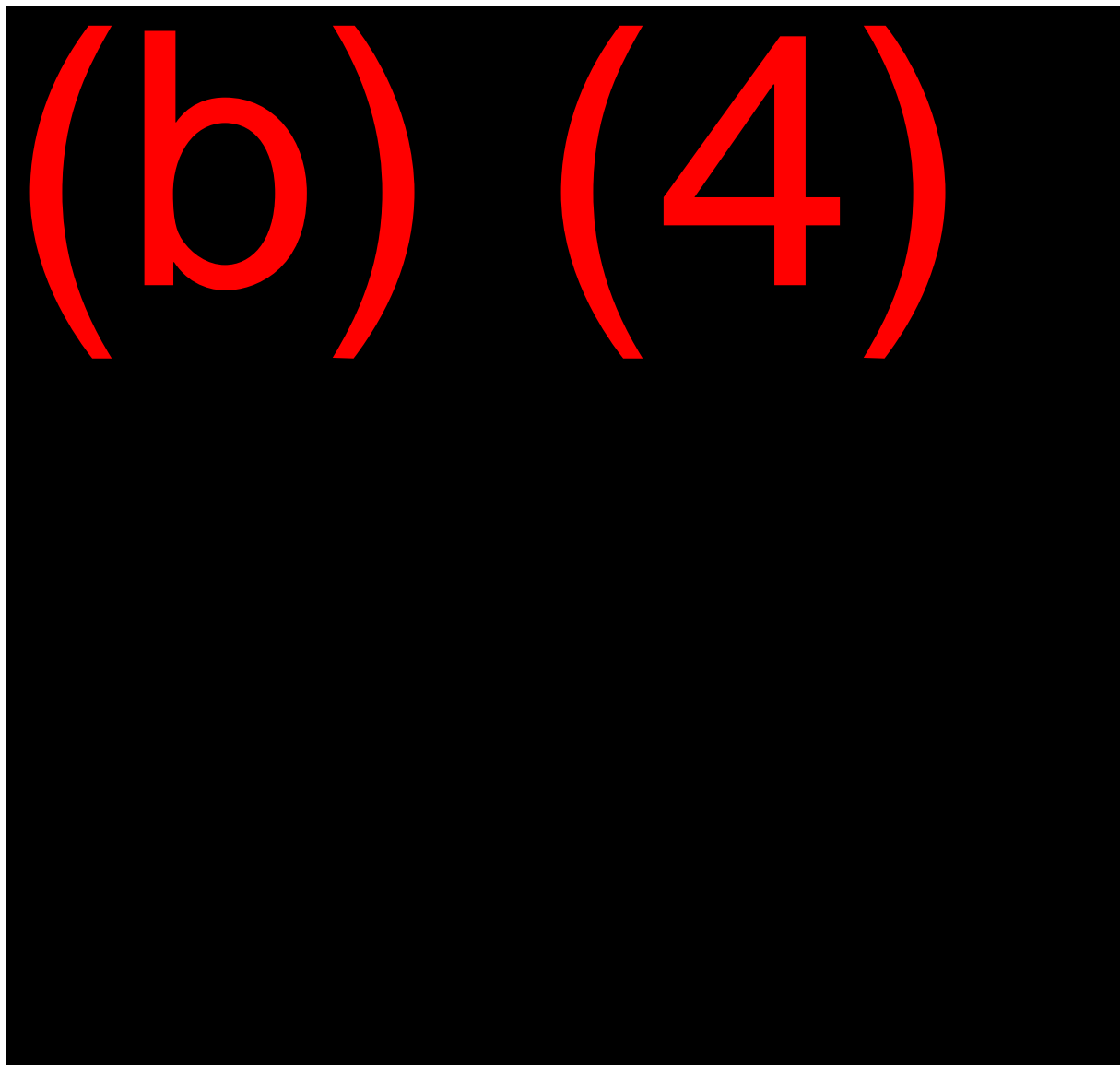
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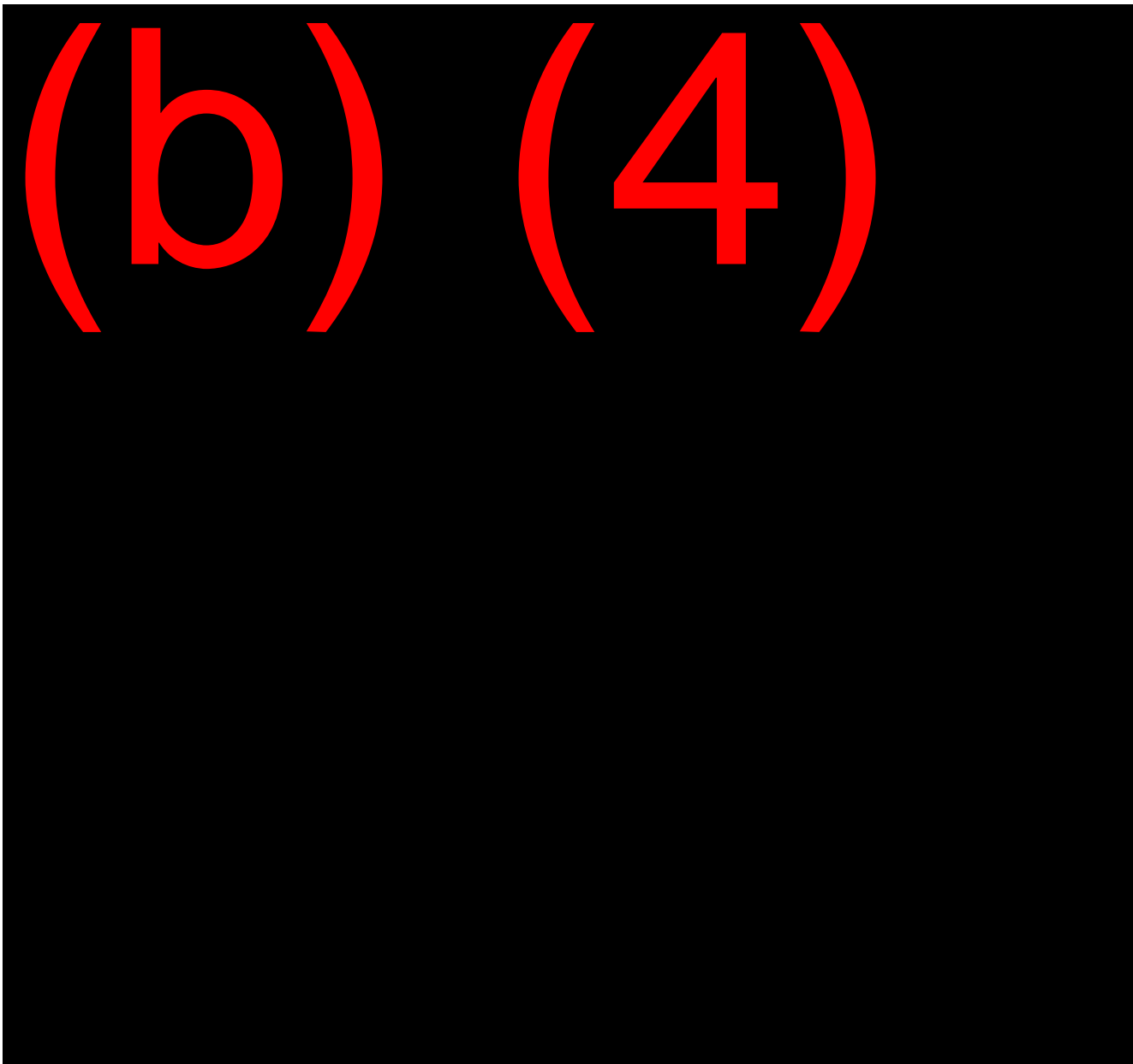
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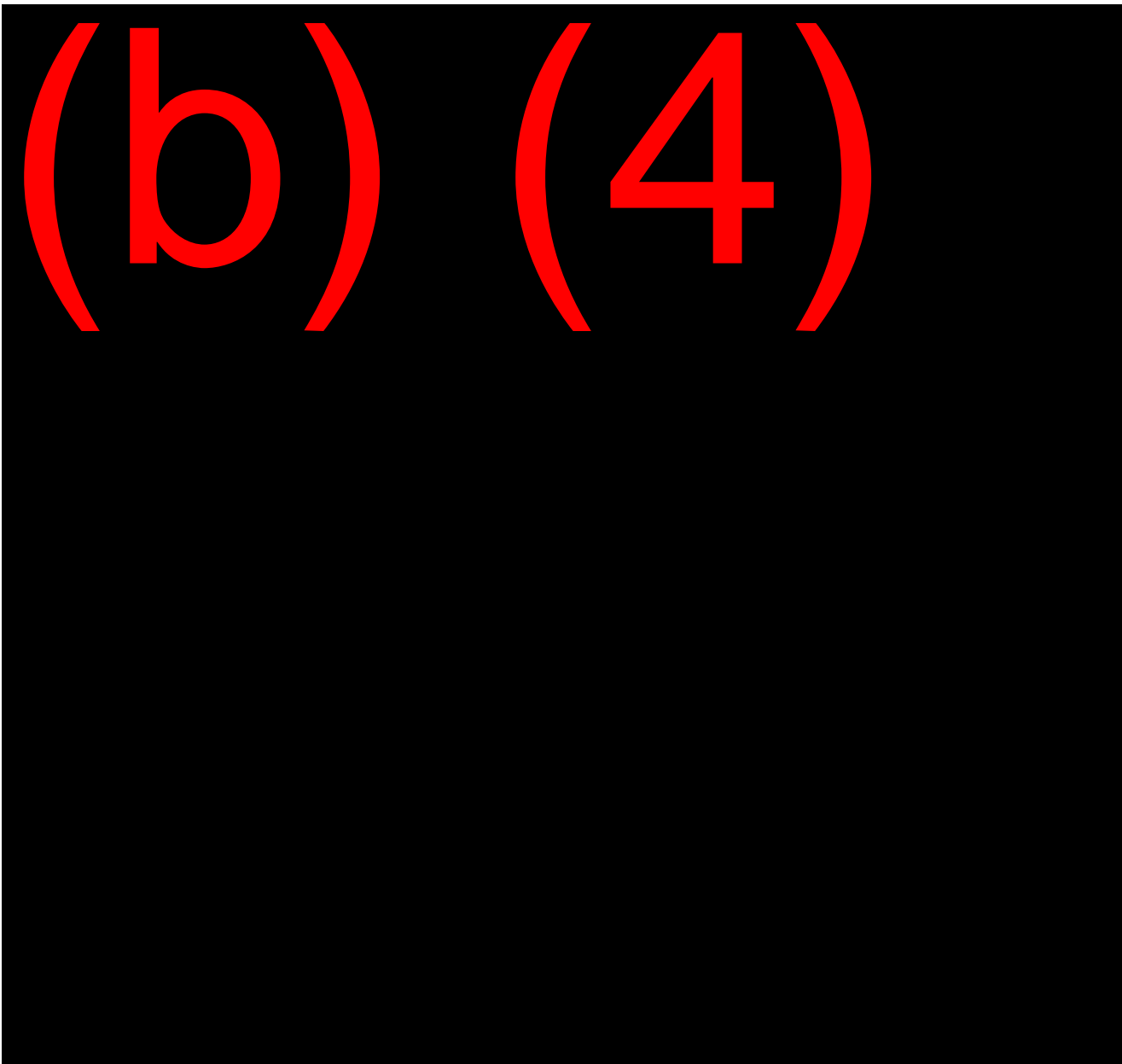
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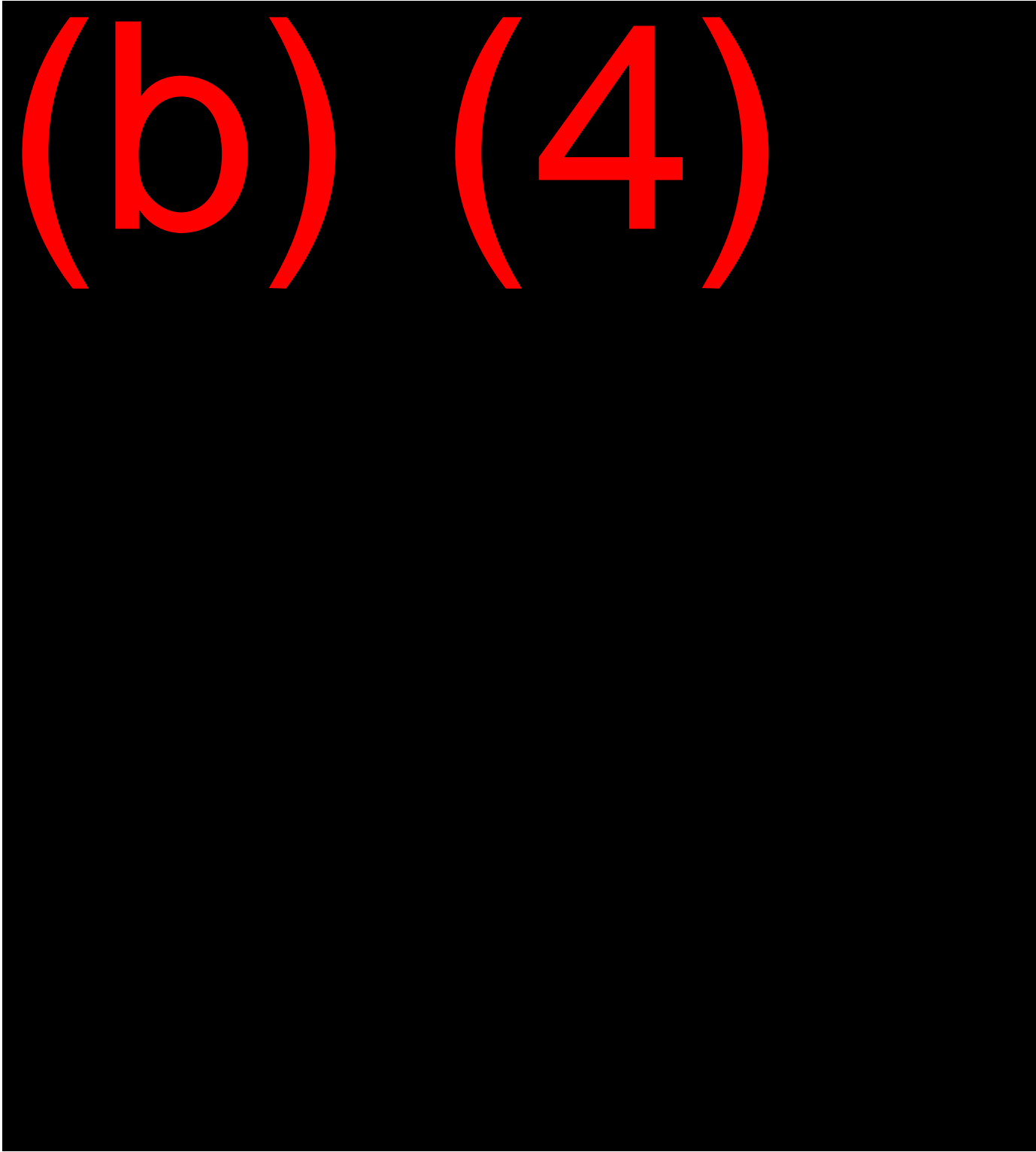
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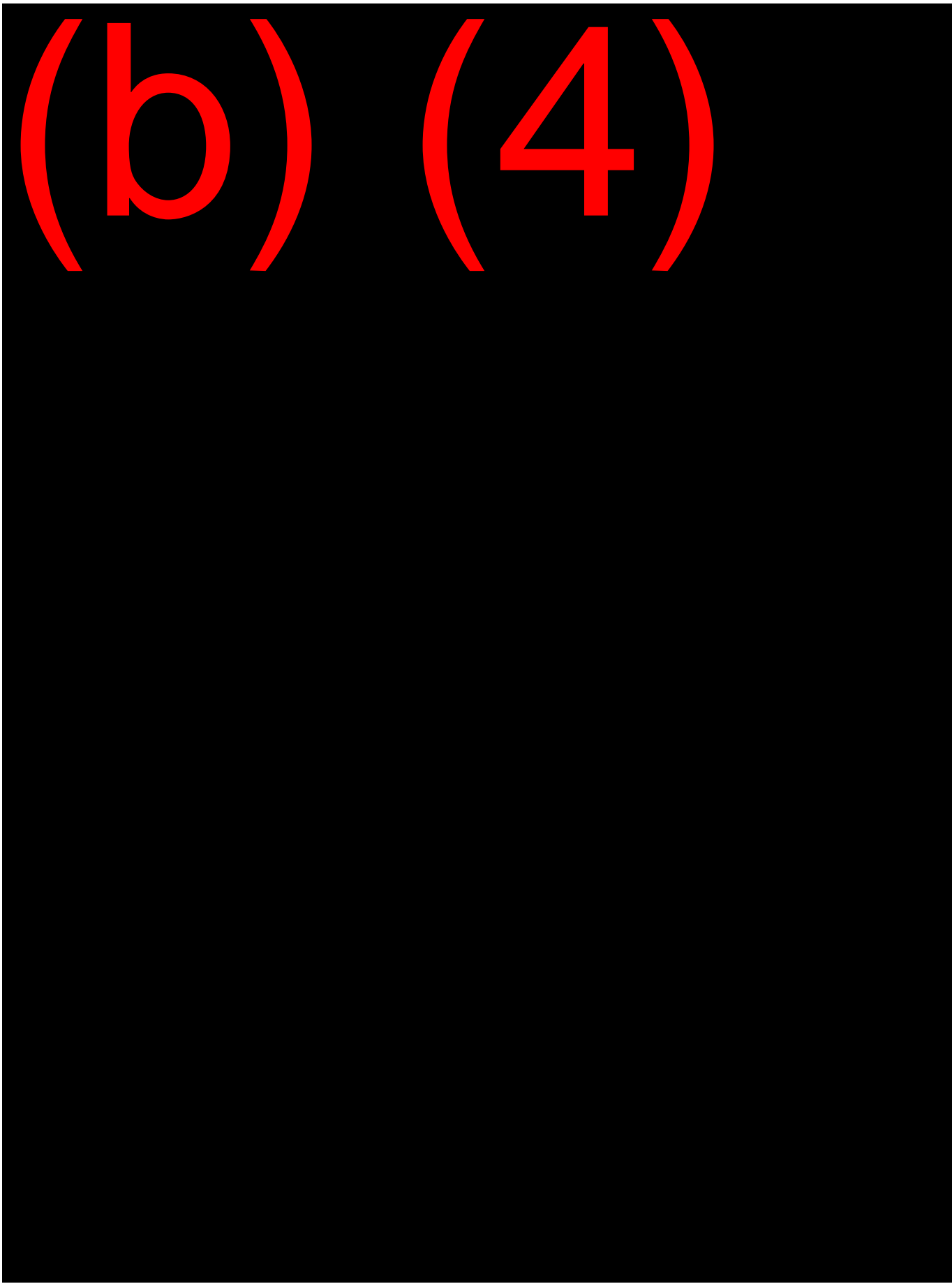
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PLEASE NOTE ALL COPIES OF QEI CARDS ARE BELOW THIS PAGE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NUMBER Amendment No. 1		3. EFFECTIVE DATE 04/07/2021	4. REQUISITION/PURCHASE REQUISITION NUMBER Solicitation No.: 47PC0421Q0001	5. PROJECT NUMBER (If applicable)		
6. ISSUED BY Operations Branch D 225 Cadma Plaza East Room N180 Brooklyn, NY 11201		CODE 2PQD2	7. ADMINISTERED BY (If other than Item 6) Operations Branch D 225 Cadman Plaza East Room N180 Brooklyn, NY 11201		CODE 2PQD2	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) RD3, Inc. 532 Columbine St. Denver, CO 80206			(X)	9A. AMENDMENT OF SOLICITATION NUMBER		
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER		
				10B. DATED (SEE ITEM 13) 03/12/2021		
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) / CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laureene Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b) (6)	15C. DATE SIGNED 4/13/2021	16B. UNITED STATES OF AMERICA LAUREENE JACKSON	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

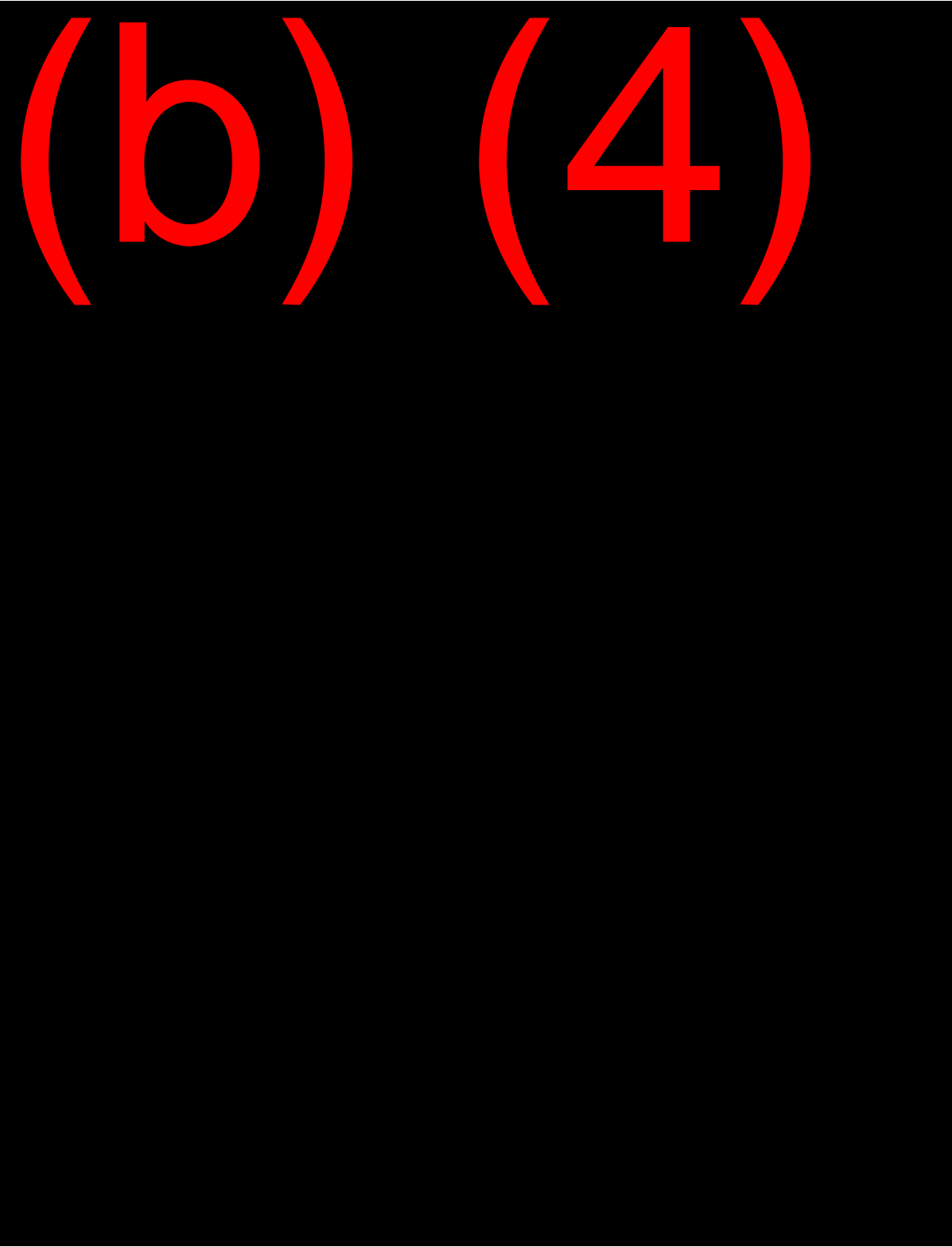
INSTRUCTIONS (*Back Page*):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- (1) Accounting classification _____
Net increase \$ _____
- (2) Accounting classification _____
Net decrease \$ _____
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
- (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
- (i) Total contract price increased by \$ _____
- (ii) Total contract price decreased by \$ _____
- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

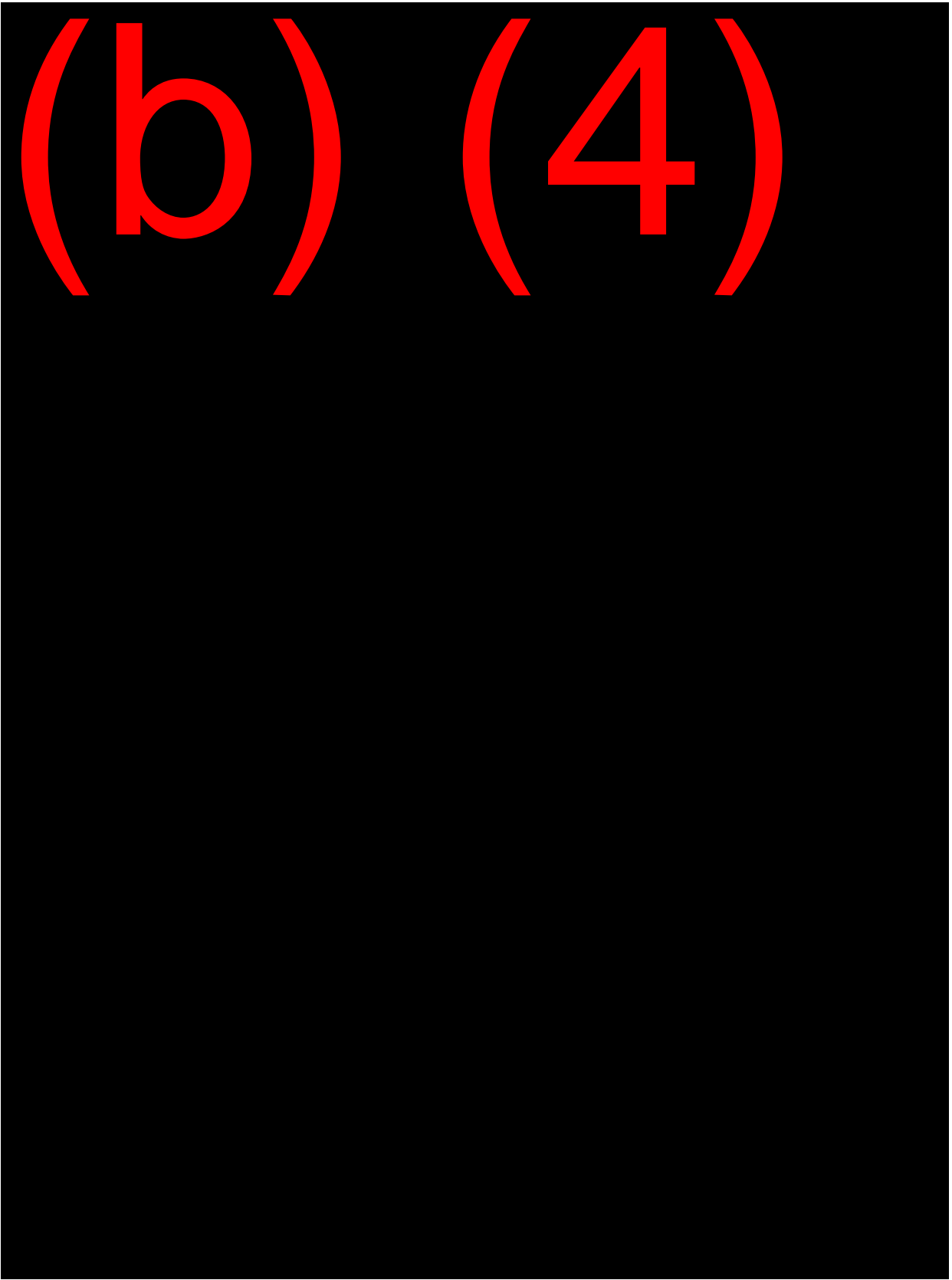
RD3, INC.
BALANCE SHEET
as of December 31, 2018

(b) (4)



RD3, INC.
SCHEDULE OF GENERAL & ADMINISTRATIVE EXPENSES
for the year ending December 31, 2018

(b) (4)



RD3, INC.
STATEMENT OF INCOME RETAINED EARNINGS
AS OF DECEMBER 31, 2018

(b) (4)

RD3, Inc.

Profit and Loss

January - December 2020

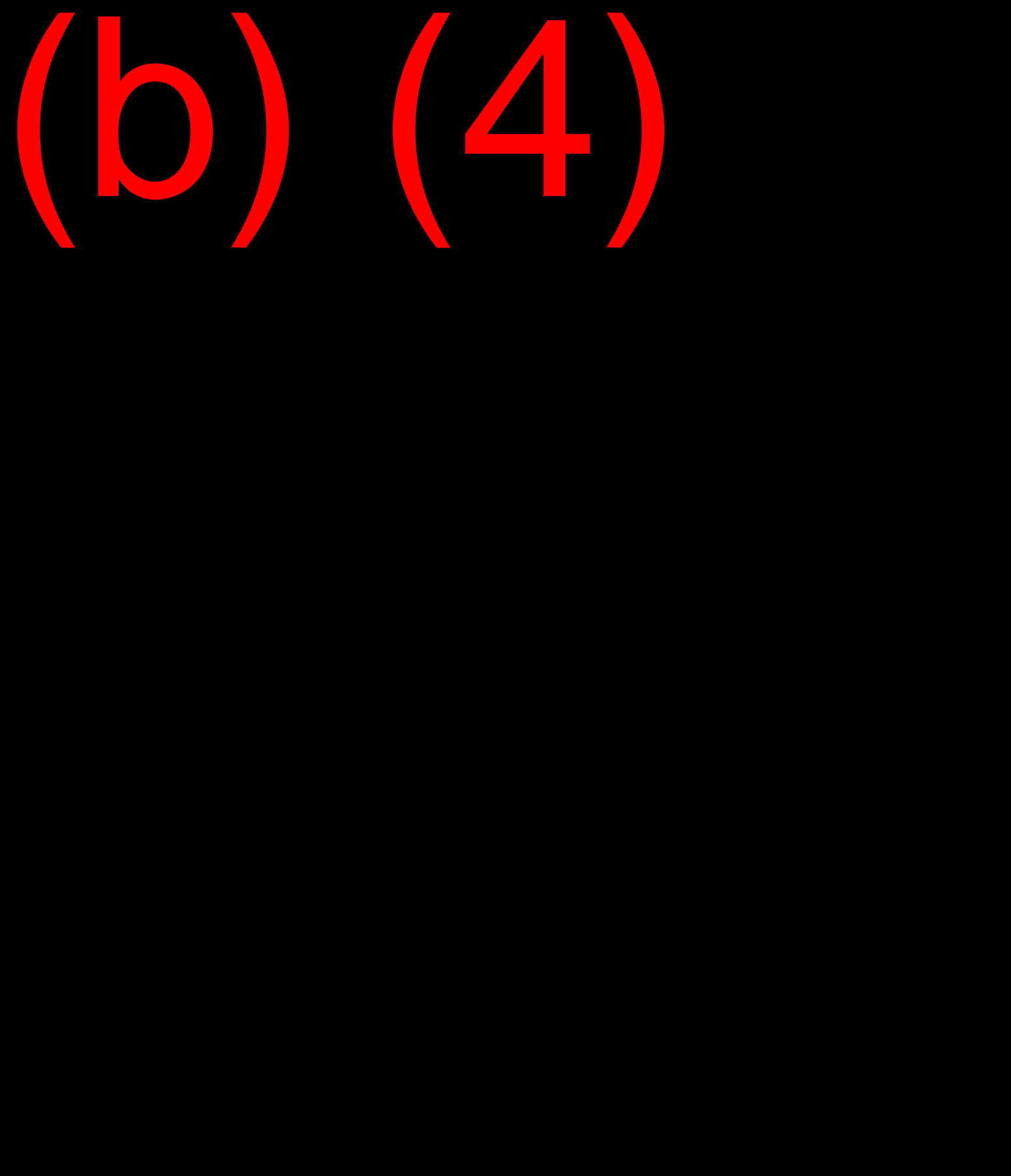
(b) (4)

RD3, Inc.

Profit and Loss

January - December 2020

(b) (4)



RD3, Inc.

Profit and Loss

January - December 2020

(b) (4)

(b) (6)

(b) (6)
President
RD3, Inc.

(b) (4)

(End of Provision)

Please note that the info below is also represented on RD3, Inc.'s SAM registration

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (FEB 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [x] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☒ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☒ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☒ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [☒] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [☐] is, [☒] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☒] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [☐] has, [☒] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [☐] has, [☒] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [☐] has developed and has on file, [☐] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [☒] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have

been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Supplies.”

(2) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American— Free Trade Agreements—Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

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[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☒ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☒ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [] does [x] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☒ TIN: (b) (4)

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☒ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☒ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☒ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☒ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☒ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror’s own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that—

(i) It ☐ does, ☒ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☒ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

End of Document